

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, NOVEMBER 7, 2017 – 6:00 PM**

RON MORRISON
Mayor

ALBERT MENDIVIL
Vice Mayor

JERRY CANO
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website www.nationalcityca.gov.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

*1243 National City Blvd.
National City
619-336-4240*

*Meeting agendas and
minutes available on web*

WWW.NATIONALCITYCA.GOV

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audiófonos están disponibles en el pasillo al principio de la junta.

Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.

Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

PRESENTATIONS

1. [SDG&E's Partnership with the City of National City. \(Vanessa Mapula Garcia, Senior Public Affairs Manager\)](#)

INTERVIEWS / APPOINTMENTS

2. [Interviews and Appointments: Veterans and Military Families Advisory Committee. \(City Clerk\)](#)

CONSENT CALENDAR

3. Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)
4. [Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of October 3, 2017 and Special Meeting of the City Council of the City of National City of October 3, 2017. \(City Clerk\)](#)
5. [Resolution of the City Council of the City of National City: 1\) accepting the work performed by Kinsman Construction Company, Inc. for the Police Department Building Improvements Project, CIP No. 15-06; 2\) approving the final contract amount of \\$1,127,648.27; 3\) ratifying the release of retention in the amount of \\$5,527.43; and 4\) authorizing the Mayor to sign the Notice of Completion for the project. \(Engineering/Public Works\)](#)

6. [Resolution of the City Council of the City of National City: 1\) accepting the work performed by C.S. Legacy, Inc. for the Paradise Creek Educational Park Project, CIP No. 16-08; 2\) approving the final contract amount of \\$645,854.89; 3\) ratifying the release of retention in the amount of \\$31,233.49; and 4\) authorizing the Mayor to sign the Notice of Completion for the project. \(Engineering/Public Works\)](#)
7. [Resolution of the City Council of the City of National City: 1\) accepting the work performed by Palm Engineering Construction Company, Inc. for the Division Street Traffic Calming Project, CIP No. 16-09; 2\) approving the final contract amount of \\$932,630.62; 3\) authorizing the release of retention in the amount of \\$41,891.53; and 4\) authorizing the Mayor to sign the Notice of Completion for the project. \(Engineering/Public Works\)](#)
8. [Resolution of the City Council of the City of National City, 1\) authorizing the Mayor to execute a two-year Agreement with Chen Ryan Associates, Inc. for a not-to-exceed amount of \\$1,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, civil engineering; traffic engineering; transportation, bicycle, pedestrian, and safe routes to school planning; grants management; and, geographic information system; and 2\) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. \(Engineering/Public Works\)](#)
9. [Resolution of the City Council of the City of National City accepting and authorizing the Mayor to sign an Encroachment Permit Agreement with KD12, LLC, to construct a retaining wall into a public utility easement. \(Engineering/Public Works\)](#)
10. [Resolution of the City Council of the City of National City authorizing the establishment of 1\) an Energy Upgrades appropriation of \\$5,403,308 and corresponding revenue budget for the Energy Services Agreement \(ESA\) implementation costs; 2\) an Energy Upgrades appropriation of \\$120,294 for the financing issuance cost; and 3\) an Energy Upgrades appropriation of \\$334,369 for the FY 18 debt service payments. \(Engineering/Public Works\)](#)
11. [Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City \(Buyer\) to piggyback 1\) the State of California Department of General Services Contract #1-15-23-14A, Supplement 1, to award the purchase and build-out of six \(6\) fully equipped police vehicles to Folsom Lake Ford in an amount not to exceed \\$338,619.64; 2\) the County of San Diego Department of Purchasing and Contracting Contract #553982 to award the purchase of police radios for the six \(6\) new patrol vehicles to the](#)

Regional Communications System (RCS) vendor, Motorola Solutions, Inc., in an amount not to exceed \$27,729.91.(Engineering/Public Works)

12. Resolution of the City Council of the City of National City waiving the bid process by piggybacking National Association of State Procurement Officers (NASPO) contract MNWNC-122, and authorizing the purchase of Nimble Enterprise Storage from Dimension Data North America, Inc. for an amount not to exceed \$154,499. (IT)
13. Resolution of the City Council of the City of National City removing the Home Delivered Meals Driver from the Part-Time and Seasonal employee group salary schedule with a salary range of \$9.95 - \$12.10 hourly (range pt059), and adding it to the salary schedule for the Municipal Employees Association employee group with a salary range of \$10.14 - \$12.10 hourly (range 047). (Human Resources)
14. Investment transactions for the month ended August 31, 2017. (Finance)
15. Warrant Register #13 for the period of 09/20/17 through 09/26/17 in the amount of \$1,818,430.49. (Finance)
16. Warrant Register #14 for the period of 09/27/17 through 10/03/17 in the amount of \$2,018,561.05. (Finance)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

NON CONSENT RESOLUTIONS

17. Resolution of the City Council of the City of National City amending City Council Policy #901, to clarify procedures for the disposition of surplus real property and for the sale, lease, and rental of City-owned real property. (Housing & Economic Development)
18. Resolution of the City Council of the City of National City adopting City Council Policy #904, providing a policy and procedures for the subordination of homebuyer assistance and owner occupied housing rehabilitation loans. (Housing and Economic Development)
19. Resolution of the City Council of the City of National City supporting the continuation of the federal Deferred Action for Childhood Arrivals (DACA) program and encouraging congress to create a permanent path to legal residency for DACA recipients. (City Manager)

NEW BUSINESS

20. Discussion of City Council Regular Meeting Schedule. (City Manager)

21. [Continued discussion of the policy and standards for interns and volunteer council representatives working in the offices of the City Council. \(City Manager\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - November 21, 2017 - 6:00 p.m. - Council Chambers - National City, California.

City Council and Community Development Commission - Housing Authority of the City of National City Meeting Schedule for the Period January 2, 2018 through January 16, 2018:

January 02 - Dispense with Meeting- 6:00 pm

January 16 - Regular Meeting - 6:00 pm

The following page(s) contain the backup material for Agenda Item: SDG&E's Partnership with the City of National City. (Vanessa Mapula Garcia, Senior Public Affairs Manager)

Item # _____

11/07/17

SDG&E'S PARTNERSHIP WITH THE CITY OF NATIONAL CITY

(Vanessa Mapula Garcia, Senior Public Affairs Manager)

The following page(s) contain the backup material for Agenda Item: Interviews and Appointments: Veterans and Military Families Advisory Committee. (City Clerk)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 7, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Interviews and Appointments: Veterans and Military Families Advisory Committee. (City Clerk)

PREPARED BY: Michael R. Dalla

DEPARTMENT: City Clerk

PHONE: 619-336-4226

APPROVED BY: 

EXPLANATION:

See attached

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Appoint as desired.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Explanation
Working Group Report & Recommendation on the creation of Military Advisory Committee
Ordinance 2017-2432
City Council Minutes February 21, 2017
Applications |

BOARDS & COMMISSIONS – VETERANS AND MILITARY FAMILIES ADVISORY COMMITTEE

EXPLANATION

In February of this year the City Council adopted Ordinance 2017-2432 establishing an eleven member (11) **Veterans and Military Families Advisory Committee**. Beginning in March of this year, ten (10) individuals have submitted applications for appointment to the committee. All have been interviewed.

At the Council meeting of September 19th additional background information on the establishment of the Veterans Advisory Committee was requested. Attached you will find the

- **City Manager Working Group Report and Recommendation on the Creation of a Military Advisory Committee**
- **Ordinance 2017-2432 creating the Veterans and Military Families Advisory Committee unanimously adopted on February 21, 2017.**

According to Ordinance 2017-2432 members of the committee may be residents and non-residents. It was the intent of the Working Group involved in the establishment of the committee to appoint residents and/or individuals with military, veteran, and professional ties to National City in as many of the following categories as possible, including

- Veteran resident of National City
- Active duty service member
- Family member or spouse of active duty service member
- Family fleet representative (Naval Base San Diego)
- Veteran-based service organization
- Sweetwater High School ROTC student
- San Diego County Supervisor Veterans Advisory Council (VAC) rep
- 2-1-1 San Diego representative
- Social Services representative
- Faith-Based community representative
- National City business community representative

RECOMMENDATION

It is recommended that action be taken to move forward with appointments to the Committee.

Note: At the October 3rd City Council Meeting Mr Talisin Burton was present and indicated that he had emailed an application for the Veterans and Military Families Committee. Mr. Burton was asked to be present at the October 17th meeting, but did not do so. An application from Mr. Burton could not be found and attempts to locate and speak with Mr. Burton have been unsuccessful.

Applicants for the Veterans and Military Families Advisory Committee

<u>Name</u>	<u>Interviewed</u>
Bert Andrade	Yes
Victor Barajas	Yes
Shirley Ferrill	Yes
Darnisha Hunter	Yes
Mike Judd	Yes
Mona S Minton	Yes
Stephen Norton	Yes
Luz Ramirez	Yes
Vilavanh Sanginthirath	Yes
Meg Storer	Yes
Talisin Burton	No

City Manager Working Group Report and Recommendation on the Creation of a Military Advisory Committee

Purpose

At the March 1, 2016 regular City Council meeting, the City Council approved the City Manager's recommendation to form a working group whose task was to develop a recommendation to the City Council to form a military advisory committee, and if so, its purpose and responsibilities.

The working group has concluded its meetings. As the staff report outlines, the working group recommends the City Council form a committee of volunteers charged with advising the City Council on matters related to the support of our veterans and military community, make recommendations to the City Council with respect to veterans and military service member related issues, ceremonies, and other activities that occur within National City, and provide a forum for discussion of issues relating to veterans and military families. The Committee would provide advice and assistance to National City residents regarding resources available for veterans and military families and act as a conduit of communication and coordination between the local veteran and military community, and the City of National City.

Background

National City shares a unique relationship with the U.S. Military, stretching back decades. This is due, in large part, to housing a major portion of Naval Base San Diego along the City's waterfront. We take pride in honoring National City's service members and hometown heroes.

Some of the events the City participates in to recognize and honor our veterans and military personnel include:

- Fallen heroes are remembered at the Kimball Bowl War Memorial, which is fully dressed on major holidays.
- National City's "Armed Services Recognition Program" honors hometown heroes, past and present.
- The National City Chamber of Commerce honors our military with the annual City co-sponsored "Salute to Navy" luncheon.
- Las Vista Memorial Park's annual Memorial Day event honors the men and women who died while serving in the United States Armed Forces.
- The County of San Diego's Office of Military & Veteran's Affairs staffed a resource table this year at National City's "National Night Out Against Crime" event.
- For the past three years, the National City Fire Department and the National City Firefighters Local 2744 have partnered with the "Wounded Warrior Project" to support their annual "Soldier Bicycle Ride and Dinner"

The "Soldier Ride" is three days of physical and emotional support and healing for the participants. Approximately 60-70 wounded warriors attend the ride from throughout the Nation. In addition to hosting dinner at Fire Station 34, NCFD further assists the WWP by providing volunteer EMT's/Paramedics to ride with the warriors and provide immediate first aid in the event of accident or injury.

Many of the participants say the dinner event at the Fire Station is the highlight of the Soldier Ride! It is a wonderful opportunity for the Firefighters and members of the community to spend time with our military veterans who have sacrificed so much for our country.

- National City held a War Memorial Unveiling and Rededication Ceremony in December 2015. The refurbished War Memorial lives on as a tribute to our fallen heroes. Other improvements to the Memorial complex included new concrete seat walls, public safety cameras, and street and decorative lighting. A pentagon dedicated to the five armed branches of the U.S. Military, a Military Wall of Honor, and hand-made mosaic benches, pay further tribute to our veterans.
- National City is honored to employ several military reservists. The Military and Veterans Code requires that we provide full compensation to an employee for the first 30 days of active duty assignment, if the person has been in our employ for a period of not less than one year. Under the City's military policy, to help alleviate a financial hardship, for 6-months following that initial 30 days, we supplement the military pay if it is less than the employee's City wages. This is another commitment to our military reservists.

In addition, National City is home to several veterans and military organizations, most notably, the Thomas H. Crosby, Jr. VFW Post 4630 and the Larry E. Bennett American Legion Post 255.

Several years ago, National City established an informal military advisory committee in partnership with the local VFW, American Legion, and other organizations to honor and recognize our veterans and military personnel. The committee was subsequently disbanded due to staffing and budgetary constraints.

Given National City's long history with the military, the City Council has continued to discuss opportunities on how to strengthen ties with the military community. Forming a military advisory committee has been discussed over the last couple of years.

- September 2013 - the City Council discussed forming a military advisory committee to provide a collaborative forum on events and issues of interest to active duty service members and retired military veterans.

While the City Council did not take action on the item, Councilmembers Rios and Sotelo-Solls offered to work together to refine the purpose and framework for consideration at a later date.

- April 2014 - the City Council established the War Memorial Ad-Hoc Committee with representatives from the veteran community, city boards & commissions, and city staff. The committee's purpose was to redesign National City's War Memorial to ensure safety of the plaques and enhance critical features into the "D" Avenue community corridor project. Consistent with the nature of an ad-hoc committee, once the project was completed, the committee disbanded.
- February 2016 - Councilmember Rios requested that staff return with a report on the formation of a military advisory committee. In March, 2016 the City Council directed the City Manager to form a working group to develop a recommendation to form a committee, including purpose, responsibility, membership, meeting times and location, and duration of existence.

City Manager's Working Group

The working group met on six occasions between April and September, 2016. The membership was comprised of experts in military and veteran affairs from the National City community and San Diego region, including military veterans, reservists, regional partners, and city staff. National City is home to the County of San Diego's newly opened Office of Military & Veterans Affairs, which provided the opportunity for key County personnel to also serve on the working group.

Committee Membership:

- David Bavencoff – US Coast Guard Reserves; Lieutenant, National City Police Department
- Shirley Ferrill – Adjutant for American Legion Post 434
- Ray Flores – County of San Diego, Office of Military & Veterans Affairs, and Executive Director, San Diego Veterans Coalition
- Gerald Forand – CWO3 Marine Corps JROTC, Sweetwater High School; Military Veteran
- Sara Krueger - Veterans Services Representative, Office of Military Veterans Affairs Health and Human Services Agency
- Wil Quintong - Director, County of San Diego, Office of Military & Veterans Affairs
- Meg Storer - Vice President of Community and Government Relations, 211 San Diego
- Armando Telles – US Marine Corps Veteran, and *advocate for veterans' and military families*
- Bill York - Executive Vice President, 211 San Diego

City staff included Management Analyst Lauren Maxilom, Deputy City Clerk/Executive Secretary Esther Clemente, and City Manager Leslie Deese.

Working Group Recommendations

The working group's expertise and insight allowed for a robust and passionate dialogue on many issues impacting veterans, military personnel, and their families. While there are many resources available, there is not an avenue available through the City itself. The proposed Committee would help fill that void. It is important to note that the proposed Committee would not provide direct services but rather would serve as a conduit to guide to the appropriate resource(s).

Equally important to the working group members was the opportunity for National City to honor our military men and women through community events, ceremonies, and other activities.

To assist the City Council in formulating a decision, the working group provides the following recommendations on proposed Committee goals and parameters, including purpose/mission, responsibility, membership, and duration of existence.

Committee Name: Veterans & Military Families Advisory Committee

Purpose: The National City Veterans and Military Families Advisory Committee would serve in an advisory capacity to the City Council of the City of National City on matters related to the support of our veterans and military community. The Committee would make recommendations to the City Council with respect to veterans and military service member related issues, ceremonies, and other activities that occur within National City. Committee meetings would provide a forum for discussion of issues relating to veterans and military families. The Committee would provide advice and assistance to National City residents regarding resources available for veterans, military personnel and their families. The Committee would act as a conduit of communication and coordination between the local veteran and military community, and the City of National City

Responsibilities may include, providing recommendations to the City Council on issues of interest to veterans, military personnel, and their families. Providing a forum to discuss and help resolve issues, encouraging and promoting awareness, planning and assisting the City with planning of events honoring the heritage of our veterans and military community to establish and promote positive relations within the City, and serve as a liaison between the City of National City and community partners.

Goals:

Partnership Education Awareness Connections Engagement

Membership: The working group recommends up to an eleven (11) member committee to be composed of representatives from the National City community and regional partners. The intent would be to appoint residents and/or individuals with military, veteran, and professional ties to National City in as many of the categories as possible, including:

1. Veteran resident of National City
2. Active duty service member
3. Family member or spouse of active duty service member
4. Family fleet representative (Naval Base San Diego)
5. Veteran-based service organization
6. Sweetwater High School ROTC student
7. San Diego County Supervisor Veterans Advisory Council (VAC) rep.
8. 2-1-1 San Diego representative
9. Social Services representative
10. Faith-Based community representative
11. National City business community representative

Meetings: Committee meeting should be held, at minimum, on a quarterly basis, however, this should be determined by City Council and committee membership based on anticipated workload and need.

Duration of Committee Existence: Indefinite.

Local and Regional Resources

Working in conjunction with local and regional service providers, the Committee would act as liaison to National City veterans and their families to connect them with the assistance they are seeking and the services and benefits they may be eligible for, including:

- San Diego County Office of Military & Veterans Affairs, South Region
MVRC, 401 Mlle of Cars Way Suite 300, National City, CA 91950
(619) 731-3348 www.sandiegocounty.gov/hhsa

The Office of Military & Veterans Affairs provides professional services for military veterans and their dependents and survivors who are entitled to benefits from the United States Department of Veterans Affairs, the State of California, and other agencies as applicable.

- 2-1-1 San Diego, P.O. Box 420039, San Diego, CA 92142 (858) 300-1211
or 2-1-1 www.211sandiego.org

2-1-1 San Diego's Military and Veteran Services Program is lead and operated all by veterans, from the Executive Vice President of 2-1-1 to the interns. The program connects San Diego's veterans, active duty military,

reservists, national guards, and their families to available services. San Diego County District Attorney CARE Center - 12 N Euclid, National City, CA 91950 (619) 356-4489 www.sdcarecenter.org

The Veterans Empowerment Program helps veterans reentering society from incarceration as well as address issues of all veteran populations returning to San Diego County.

- Vet-Connect Program - Provides veterans the ability to come into a designated County or City Library for a virtual face-to-face meeting with a Veterans Services Representative. The Vet-Connect is currently active in the Julian, Poway, and Alpine libraries.
- Library Outreach Program – The County of San Diego's library outreach program provides an opportunity for Veterans to meet with an accredited County Veteran Services Representative at a designated County or City Library. The following libraries are currently designated for this veteran outreach program: Chula Vista, El Cajon, Downtown Central, Rancho San Diego, Ramona, and Pine Valley.

- Helmets to Hardhats – www.helmetstohardhats.org

A National, nonprofit program that connects National Guard, Reserve, retired and transitioning active-duty military service members with skilled training and quality career opportunities in the construction industry.

- San Diego Association of Governments (SANDAG) - San Diego Regional Military Working Group, 401 B Street, Suite 800, San Diego, CA 92101 (619) 699-1900 www.sandag.org

Provides a collaborative forum for the various branches of the military and SANDAG to address areas of mutual interest, including growth management, habitat, transportation, regional growth, housing, water, energy, and other related topics.

- U.S. Department of Veterans Affairs, San Diego Regional Benefit Office, 8810 Rio San Diego Drive, San Diego, CA 92108 (800) 827-1000 www.va.gov

For more information about community resources for veterans, active duty military and their families, please dial 2-1-1 or go to www.211sandiego.org to access programs such as "Courage to Call" or "Vets' Community Connections".

Conclusion:

The working group recommends the City Council create a veterans and military family advisory committee given National City's long history and relationship with

the military, and our proximity to Naval Base San Diego and other military installations, and most importantly, that National City is home to many active duty and retired military personnel, veterans, and their families, .

National City currently has seven established boards and commission whose members are appointed by the Mayor and City Council. Boards, commissions, and committees are supported by city staff and operate in accordance with Title 16 of the National City Municipal Code, the Ralph M. Brown Act, Rosenberg's Rules of Order, and City Council Policy #107.

Staff Recommendation:

Staff supports the working group's recommendation that the City Council create a military advisory committee.

ORDINANCE NO 2017 – 2432

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING TITLE 16 OF THE NATIONAL CITY MUNICIPAL CODE
BY RENUMBERING CHAPTER 16.09 TO CHAPTER 16 10 AND ADDING
A NEW CHAPTER 16.09 ESTABLISHING A VETERANS AND
MILITARY FAMILIES ADVISORY COMMITTEE

WHEREAS, at the March 1, 2016 regular City Council meeting, the City Council approved the City Manager's recommendation to form a working group whose task was to develop a recommendation to the City Council to form a military advisory committee and its purpose and responsibilities, and

WHEREAS, the working group presented a report to the City Council at the October 4, 2016 City Council meeting regarding the creation of a Veterans and Military Families Advisory Committee (the "Committee") made up of volunteers charged with advising the City Council on matters related to the support of our veterans and military community, making recommendations to the City Council with respect to veterans and military service member related issues, ceremonies, and other activities that occur within National City, and providing a forum for discussion of issues relating to veterans and military families, and

WHEREAS, the Committee would also provide advice and assistance to National City residents regarding resources available for veterans and military families, and act as a conduit of communication and coordination between the local veteran and military community, and the City of National City

NOW THEREFORE, the City Council of the City of National City does ordain as follows:

Section 1 Title 16 of the National City Municipal Code is amended by amending the Table of Contents to read as follows

TITLE 16

Chapters

- 16 01 City Boards, Commissions, and Committees
- 16.02 Civil Service Commission
- 16 03 Committee on Housing and Community Development
- 16 04 Community and Police Relations Commission
- 16 05 Park, Recreation, and Senior Citizen's Commission
- 16 06 Planning Commission
- 16.07 Public Art Committee
- 16 08 Traffic Safety Committee
- 16.09 Veterans and Military Families Advisory Committee
- 16 10 Provisions applicable to all Boards, Commissions, and Committees

Section 2 Chapter 16 09 is added to Title 16 of the National City Municipal Code to
reads as follows

16 09

VETERANS AND MILITARY FAMILIES ADVISORY COMMITTEE

Sections

- 16 09 010 Created
- 16 09 020 Purpose
- 16 09.030 Term – Vacancy
- 16 09.040 Chair – Offices – Staff support
- 16 09 050 Bylaws and operating procedures
- 16 09 060 Meetings – Functions and authority
- 16 09 070 Residency requirement – Compensation

16 09 010 Created Pursuant to the authority granted by Sections 36505 – 36506 of the California Government Code, there is hereby created a veterans and military families advisory committee, consisting of eleven (11) members to be appointed by the mayor subject to confirmation by the city council, and serving at the pleasure of the mayor and city council

16 09 020 Purpose. The National City Veterans and Military Families Advisory Committee serves in an advisory capacity to the City Council of the City of National City on matters related to the support of our veterans and military community. The Committee makes recommendations to the City Council with respect to veterans and military service member-related issues, ceremonies, and other activities that occur within National City. Committee meetings provide a forum for discussion of issues relating to veterans and military families. The Committee provides advice and assistance to National City residents regarding resources available for veterans, military personnel, and their families. The Committee acts as a conduit of communication and coordination between the local veteran and military community, and the City of National City.

The Committee's responsibilities may include providing recommendations to the City Council on issues of interest to veterans, military personnel, and their families, providing a forum to discuss and help resolve issues, encouraging and promoting awareness, planning and assisting the City with planning of events honoring the heritage of our veterans and military community to establish and promote positive relations within the City; and serving as a liaison between the City of National City and community partners.

16.09 020 Term – Vacancy

A The members of the veterans and military families advisory committee shall be appointed for staggered terms of four (4) years

B If a vacancy occurs other than by expiration of a term, such vacancy shall be filled by appointment for the unexpired portion of said term in the same manner as original appointments are made.

C In the event of expiration of a term, the member of the committee whose term has expired shall continue to serve until their successor is appointed and sworn into office

16 09 030 Chair – Offices – Staff support The veterans and military families advisory committee shall annually elect its chair from among the appointed members and, subject to the provisions of law, may create and fill such other offices as it deems necessary. The city council shall provide such staff assistance as the council deems appropriate

16 09.040 Bylaws and operating procedures. The veterans and military families advisory committee may adopt bylaws and operating procedures from time to time, provided that if any provision of such bylaws or operating procedures conflicts with this Chapter 16 09, this Chapter shall prevail. The bylaws shall contain provisions relating to attendance of committee members

16 09.050 Meetings–Functions and authority

A The veterans and military families advisory committee shall hold at least one regular meeting each quarter, and shall keep a record of its resolutions, transactions, findings, and determinations, which record shall be a public record unless the city attorney determines otherwise. Any regular meeting may be dispensed with by a majority vote of the committee. Special meetings as are necessary may be called by the chair or a majority of the members of the committee after at least twenty-four hours' written notice has been posted and served upon the members of the committee. All meetings shall be conducted in compliance with the Ralph M Brown Act (the "Open Meeting Law", California Government Code Section 54950 et seq.)

B. The committee shall investigate, consider, and act upon all matters referred to it by appropriate public officials or agencies or private citizens concerning members of the military, military veterans, and their families residing in the city; and conduct such investigations and prepare such reports as it is directed so to do by the city council, conduct investigations and prepare such reports as it deems appropriate upon request of responsible private citizens or organizations

C. A quorum to conduct business consists of a majority of the members of the committee

D A majority of a quorum is necessary to act upon a matter

16.09 060 Residency requirement–Compensation The members of the veterans and military families advisory committee may be residents or non-residents of the city and need not be electors of the city. Committee members shall serve without compensation, except that the city council may from time to time pay such expenses of committee members that are incurred during the conduct of committee business as the council deems appropriate

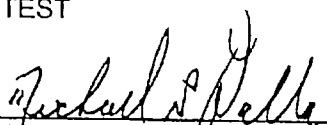
[Signature Page to Follow]

PASSED and ADOPTED this 21st day of February, 2017.



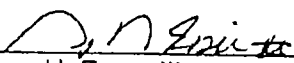
Ron Morrison, Mayor

ATTEST



Michael R. Dalla, City Clerk

APPROVED AS TO FORM



George H. Eiser, III
Interim City Attorney

Passed and adopted by the Council of the City of National City, California, on February 21, 2017 by the following vote, to-wit:

Ayes: Councilmembers Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Nays: None.
Absent: None.
Abstain: None

AUTHENTICATED BY:

RON MORRISON

Mayor of the City of National City, California



Michael P. Hall
City Clerk of the City of National City, California

By

Deputy

I HEREBY CERTIFY that the foregoing Ordinance was not finally adopted until seven calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on February 7, 2017 and on February 21, 2017.

I FURTHER CERTIFY THAT said Ordinance was read in full prior to its final passage or that the reading of said Ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said Ordinance.

I FURTHER CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. 2017-2432 of the City Council of the City of National City, passed and adopted by the Council of said City on February 21, 2017.

City Clerk of the City of National City, California

By

Deputy

Mike Dalla

From: Lauren Maxilom
Sent: Tuesday, August 29, 2017 3 16 PM
To: Mike Dalla; Leslie Deese
Subject: RE: Vet's Committee
Attachments: Ordinance- VMFAC PDF, Military Advisory - Committee Recommendation pdf

Mr Dalla,

I've attached the ordinance & committee recommendation for your reference.

Membership:

The working group recommends up to an eleven (11) member committee to be composed of representatives from the National City community and regional partners. The intent would be to appoint residents and/or individuals with military, veteran, and professional ties to National City in as many of the categories as possible, including

1. Veteran resident of National City
2. Active duty service member
3. Family member or spouse of active duty service member
4. Family fleet representative (Naval Base San Diego)
5. Veteran-based service organization
6. Sweetwater High School ROTC student
7. San Diego County Supervisor Veterans Advisory Council (VAC) rep.
8. 2-1-1 San Diego representative
9. Social Services representative
10. Faith-Based community representative
11. National City business community representative

From: Lauren Maxilom
Sent: Tuesday, August 08, 2017 3:56 PM
To: Mike Dalla <MDalla@nationalcityca.gov>, Leslie Deese <LDeese@nationalcityca.gov>
Subject: RE: Vet's Committee

Big woops!!! I re-read the recommendation not the ordinance. Great catch Mr. Dalla ☺

From: Mike Dalla
Sent: Tuesday, August 08, 2017 3:55 PM
To: Leslie Deese <LDeese@nationalcityca.gov>
Cc: Lauren Maxilom <LMaxilom@nationalcityca.gov>
Subject: RE: Vet's Committee

The Ordinance spells out "11 members with staggered terms of 4 years". In order to accomplish that with the least amount of disruption you would have

- | | |
|--|------------------|
| 2 members appointed to a one year term | expiring in 2018 |
| 3 members appointed to a two year term | expiring in 2019 |
| 3 members appointed to a three year term | expiring in 2020 |

CITY COUNCIL MINUTES

February 21, 2017

MUNICIPAL CODE 2017 (506-2-32)

- 17 Ordinance No. 2017-2432. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING TITLE 16 OF THE NATIONAL CITY MUNICIPAL CODE BY RENUMBERING CHAPTER 16.09 TO CHAPTER 16 10 AND ADDING A NEW CHAPTER 16 09 ESTABLISHING A VETERANS AND MILITARY FAMILIES ADVISORY COMMITTEE (City Manager)

RECOMMENDATION: Adopt the Ordinance

TESTIMONY: None

ACTION: Motion by Sotelo-Solis, seconded by Rios, to adopt the Ordinance Carried by unanimous vote

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

- | | |
|--|---|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Committee |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |

- Applicants must be residents of the City of National City except for those marked by an * and all applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Roberto J. Andrade E-Mail: None

Home Address: 1609 CASA PL Tel. No.: 619-773-2317

Business Affiliation: FIL-AM VETERAN
American Legion Title: President

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 49 yrs San Diego County: 49 yrs California: 49 yrs

Educational Background: B.A. BUSINESS MGMT

Occupational Experience: U.S.N. 26 yrs. Ret. S.D. School District 5 yrs.

U.S. Aircraft, North Island 16 yrs.

Professional or Technical Organization Memberships: None

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Experience or Special Knowledge Pertaining to Area of Interest: Natl. City Various Board & Mbr.
Veterans (Amer. Legion, Fleet Reserve Assn.)

Have you ever been convicted of a felony crime? No: ☒ Yes: _____ misdemeanor crime? No: ☒ Yes: _____
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

None

Date: 8-24-17 Signature: Roberto J. Andrade

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

- | | |
|--|---|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Committee |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Victor E. Barajas E-Mail: VictorEBarajas@yahoo.com

Home Address: 615 Harbison Ave. NC Tel. No.: 614-730-9883

Business Affiliation: Title:

Business Address: Tel. No.:

Length of Residence in National City: 10 yrs. San Diego County: 10 yrs California: 10 yrs.

Educational Background: Bachelor of Science in Management.
Senior Professional in Human Resources (SPHR) Certification.


Occupational Experience: Mediation, Conflict Resolution, Investigations,
Recruiting, Point of Entry assistance.

Professional or Technical Organization Memberships: San Diego Society for
Human Resources Management. Employer Support of the Guard and Reserve (ESGR)

Civic or Community Experience, Membership, or Previous Public Service Appointments:
Community Police Relations Commission; CERT; ESGR; SDEAC.

Experience or Special Knowledge Pertaining to Area of Interest:
Over 10 years of experience working with Military Families and Service Members

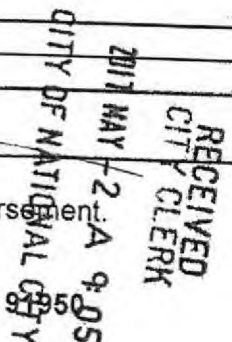
Have you ever been convicted of a felony crime? No ☒ Yes: misdemeanor crime? No: ☒ Yes:
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 5/1/17 Signature: 

Please feel free to provide additional information or letters of endorsement.

Please return completed form to: **Office of the City Clerk**
1243 National City Blvd., National City, CA 92105

Thank you for your interest in serving the City of National City.



CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

- | | |
|--|---|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Committee |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Shirley Ferrill E-Mail: shirleyazf36@gmail.com

Home Address: 2712 E. 14th St. Tel. No.: 619 267-2516

Business Affiliation: (NONE - RETIRED) Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 45 yr. San Diego County: 50 yr California: 52 yr

Educational Background: High School Graduate;

Occupational Experience: Clerical; public speaking; leadership; organizational;

Professional or Technical Organization Memberships: American Legion; VFW Aux; N.C. Chamber of Commerce; Military Women Org.

Civic or Community Experience, Membership, or Previous Public Service Appointments: Community Development Comm; Mayor Waters Bayfront Dev. Comm.

Experience or Special Knowledge Pertaining to Area of Interest: Veteran of U.S. Navy; served on War Memorial Rededication Comm.

Have you ever been convicted of a felony crime? No: ☒ Yes: _____ misdemeanor crime? No: ☒ Yes: _____
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 03/29/17

Signature: Shirley A. Ferrill

Please feel free to provide additional information or letters of endorsement.

Please return completed form to: **Office of the City Clerk**
1243 National City Blvd., National City, CA 92105

Thank you for your interest in serving the City of National City.

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CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

☐ Community & Police Relations Commission* (CPRC) ☐ Civil Service Committee
☐ Library Board of Trustees ☐ Planning Commission
☐ Parks, Recreation & Senior Citizens Advisory Board ☐ Public Art Committee*
☒ Veterans & Military Families Advisory Committee* ☐ Traffic Safety Committee

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Darnisha Hunter E-Mail: dhunetr@sanidego.gov

Home Address: 1486 14th Street, Imperial Beach, CA 91932 Tel. No.: 702.575.4109 Business Affiliation: Office of Mayor Kevin L. Faulconer Title: Military and Veteran Advocate

Business Address: 202 C. Street 11th Floor San Diego, CA 92101 Tel. No.: 619.236.6568

Length of Residence in National City: _____ San Diego County: 6yrs California: 6yrs

Educational Background: Some College

Occupational Experience: I've worked with the Military and Veterans over 25 yrs. I taught transitional services on Nellis Airforce Base for 6yrs. I'm currently on the USO Gala Committee and the USS Peralta Commissioning Committee.

Professional or Technical Organization Memberships: Member of the Veteran Coalition, Volunteer USO.

Civic or Community Experience, Membership, or Previous Public Service Appointments: I sit on the Design and Review Board for the City of Imperial Beach.

Experience or Special Knowledge Pertaining to Area of Interest: Working with Veterans with to help them transition into the civilian employment market for over 25yrs.

Have you ever been convicted of a felony crime? No: ☒ Yes: _____ misdemeanor crime? No: _____ Yes: ☒ If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Track tickets for speeding. Using cell phone while driving

Date: 4/14/2017 Signature: _____

Please feel free to provide additional information or letters of endorsement.

Please return completed form to: Office of the City Clerk
1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

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CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Civil Service Committee
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	<input type="checkbox"/> Public Art Committee*
<input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee*	<input type="checkbox"/> Traffic Safety Committee

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Mike Judd E-Mail: Mike.Judd@vvsd.net

Home Address: 625 N. Cuyamaca St, El Cajon, CA 92020 Tel. No.: 6195699971

Business Affiliation: Veterans Village of San Diego Title: SSVF Program Supervisor

Business Address: 4141 Pacific Highway, San Diego, CA 92110 Tel. No.: 6199612165, ext. 4697

Length of Residence in National City: 0 San Diego County: 29 Years California: 29 years

Educational Background: BS in Psychology (Pending)

Occupational Experience: US Army: 5 years, California National Guard: 4.5 Years, Veterans Village of San Diego: 8.5 years

Professional or Technical Organization Memberships: Veterans and Family Forum (Current)

Civic or Community Experience, Membership, or Previous Public Service Appointments: Chair of Veteran Transition Workgroup for San Diego Veterans Coalition (2010)

Experience or Special Knowledge Pertaining to Area of Interest: Last 8.5 years with VVSD working with the VA, DOD, Police Departments, Community Partners, and San Diego Mayor's office as well as Reps from Duncan Hunter and Scott Peters office - All for Veteran or Military issues.

Have you ever been convicted of a Felony crime? No Misdemeanor crime? No
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 2014/7

Signature: [Handwritten Signature]

Please feel free to provide additional information or letters of endorsement.

Please return completed form to: Office of the City Clerk

1243 I 31 of 224 y Blvd., National City, CA 91950

Mike Dalla

From: Esther Clemente
Sent: Thursday, April 20, 2017 11:51 AM
To: Mike Dalla
Subject: FW: Veterans and Military Families Advisory Committee Application
Attachments: VMFAC Application - MJudd.pdf

From: Mike Judd [mailto:mike.judd@vvsd.net]
Sent: Thursday, April 20, 2017 11:08 AM
To: Clerk <Clerk@nationalcityca.gov>
Subject: Veterans and Military Families Advisory Committee Application

Good Morning, Mr. Dalla!

My name is Mike Judd and I've been a San Diego County Resident for the majority of my life. I caught wind of the City Manager's suggestion to begin an advisory committee for the City Council of National City that would discuss and handle Veteran and Military issues. I'm interested in taking part in this advisory committee as not only a combat veteran myself, but also as a provider of Veteran services in San Diego County. I've spent the last 8.5 years working at Veterans Village of San Diego with veterans of all eras by providing peer support, resources and referrals, and am now a Program Supervisor for a multimillion dollar grant that provides financial assistance to homeless veterans. As you are probably aware, Veterans Village of San Diego has been around for over 30 years and while it still maintains a heavy focus on in-patient treatment for substance abuse and mental health, it also maintains three rapid rehousing grant's providing almost \$1.5 million annually in temporary financial assistance to homeless veterans. I began my work at VVSD, and spent 4 years doing so, working solely with Iraq and Afghanistan veterans who were having trouble returning to civilian life after their time at war. I took part in the creation and growth of the very first veteran specific helpline, Courage to Call, which is now run by 2-1-1. I've worked with and have been a part of the San Diego Veterans Coalition and sit on the advisory board for Veterans and Family Forum (VetFam) and would love to provide my knowledge and experience to the National City attempt at tackling Veteran and Military issues. Thank you for your consideration.

If you have any questions, comments, or concerns, I can be reach at the contact information below.

Mike Judd
Program Supervisor
Supportive Services for Veteran Families (SSVF) – Priority 1
Veterans Village of San Diego
Cellphone: 619.569.9971
Office: 619.961.2165 Ext: 4697
Fax: 619.961.2167
www.vvsd.net

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Civil Service Committee
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	<input type="checkbox"/> Public Art Committee*
<input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee*	<input type="checkbox"/> Traffic Safety Committee

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: *Mona S. Minton*

E-Mail: *mminton@neighborhoodhouse.org*

Home Address: _____ Tel. No.: _____

Business Affiliation: _____ Title: *General Manager*

Business Address: *56660 Copley Dr. SD CA 92111* Tel. No.: *858-715-2642*

Length of Residence in National City: _____ San Diego County: *5 yrs.* California: _____

Educational Background: *PhD- Clinical Psychology, MA in Marriage & Family Therapy*

Occupational Experience: *As the General Manager, Programs/Clinics/Community Affairs at The Neighborhood House Association located in San Diego CA, I have an extensive background working with children, adolescence, adults and older adults struggling with chemical dependency, homelessness, life skills and mental health disorders. I have a PhD in Clinical Psychology and a Masters in Marriage and Family Therapy. I speak and understand multiple languages (English, Spanish, Hindi and Gujarati) and currently serve on 6 committees throughout the East/Central San Diego and North County Region lending my expertise to address a variety of socio-economic, gender and cultural issues. While working for other organizations such as Circle of Friends, Department of Family Services, North County Serenity House, Mental Health Systems, Donavan State Prison, and San Diego County Jails, I have made significant contributions in women and men's prevention, intervention, treatment and recovery programs.*

Professional or Technical Organization Memberships: *San Diego Senior Alliance, CFAR Disparities Care Community Advisory Board, RJDCF Volunteer Advisory Committee, Re-entry roundtable, Policy & Procedure Committee.*

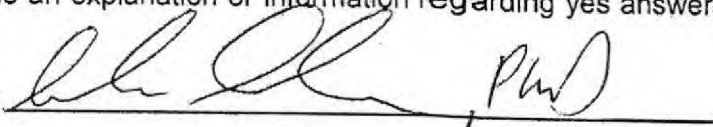
Civic or Community Experience, Membership, or Previous Public Service Appointments:

Experience or Special Knowledge Pertaining to Area of Interest: *I have over 16 years of experience working with the population mentioned above and working for Neighborhood House Association over 4 years I've been able to make a significant contribution to all the programs that provide services to our Veterans population, some of those services are Mental Health Assessment, Psychiatric Evaluation, Medication Management, Individual and group therapy, Rehabilitative and recovery*

activities, Case Management, Crisis Intervention and serving over 117,000 meals to Adults and Veterans annually through our NHA Central Kitchen.

Have you ever been convicted of a felony crime? No: ☒ Yes: ☐ misdemeanor crime? No: ☒ Yes: ☐
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 4/18/2017

Signature: 

Please feel free to provide additional information or letters of endorsement.

Please return completed form to: **Office of the City Clerk**
1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

This documents is filed as a public document

Revised: February 2017

BOARDS, COMMISSIONS & COMMITTEES

Meeting Times and Locations

CIVIL SERVICE COMMISSION

Second Thursday of every other month
5:30 p.m. – City Hall Large Conference Room

COMMUNITY AND POLICE RELATIONS COMMISSION

Third Thursday of February, May, August & November
6:00 p.m. – City Council Chambers

LIBRARY BOARD OF TRUSTEES

Second Wednesday of every month
4:30 p.m. – National City Public Library

PARKS, RECREATION & SENIOR CITIZENS ADVISORY BOARD

Third Thursday of every month
4:00 p.m. – City Hall Large Conference Room

PLANNING COMMISSION

First and Third Monday of every month
6:00 p.m. – City Council Chambers

PUBLIC ART COMMITTEE

Fourth Tuesday of January, April, July, October
3:00 p.m. – City Hall Large Conference Room

TRAFFIC SAFETY COMMITTEE

Second Wednesday of every month
2:00 p.m. – City Hall Large Conference Room

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APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Civil Service Committee
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	<input type="checkbox"/> Public Art Committee*
<input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee*	<input type="checkbox"/> Traffic Safety Committee

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Stephen Norton E-Mail: steph@steph-n-l.com

Home Address: 1430 E 24th St, National City, CA Tel. No.: 6196028951

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 5 San Diego County: 26 California: 44

Educational Background:

Entrepreneurial Business Management, Pepperdine University

Veteran Entrepreneurship (V-WISE), Syracuse University - Martin J. Whitman School of Management, 2013

Occupational Experience:

retired Chief Petty Officer and decorated military Veteran, with significant experience within the international government sector - local, state

and federal regulatory compliance, as well as technology experience in research and development labs, the legal sector, and manufacturing.

Professional or Technical Organization Memberships:

member Homegrown by Heroes, Farmer Veteran Coalition,

USCG Chief Petty Officers Association, Coalition for Veteran Owned Business

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Member National City Chamber of Commerce, Member San Diego Food Systems Alliance

Experience or Special Knowledge Pertaining to Area of Interest:

Retired U.S. Coast Guard Chief, decorated veteran. See attached bio-sketch

Have you ever been convicted of a felony or misdemeanor crime? Yes: No: Yes: No:

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If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 3/31/2017

Signature:

Please feel free to provide additional information or letters of endorsement.

Please return completed form to: **Office of the City Clerk**
1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

This documents is filed as a public document
2017

Revised: February

BOARDS, COMMISSIONS & COMMITTEES

Meeting Times and Locations

CIVIL SERVICE COMMISSION

Second Thursday of every other month
5:30 p.m. – City Hall Large Conference Room

COMMUNITY AND POLICE RELATIONS COMMISSION

Third Thursday of February, May, August & November
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Second Wednesday of every month
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PARKS, RECREATION & SENIOR CITIZENS ADVISORY BOARD

Third Thursday of every month
4:00 p.m. – City Hall Large Conference Room

PLANNING COMMISSION

First and Third Monday of every month
6:00 p.m. – City Council Chambers

PUBLIC ART COMMITTEE

Fourth Tuesday of January, April, July, October
3:00 p.m. – City Hall Large Conference Room

TRAFFIC SAFETY COMMITTEE

STEPHENI NORTON

steph@steph-n-i.com

www.linkedin.com/in/stepheninorton/

A retired Chief Petty Officer and decorated military Veteran, with significant experience within entrepreneurial business management, government sector - local, state, federal and international regulatory compliance, as well as technology experience in research and development labs, the legal sector, and manufacturing.

PROFESSIONAL EXPERIENCE

SMALL BUSINESS ENTREPRENEUR. 04/2003 to present

Startup and Growth Strategy. Set company vision, mission and goals. Prepare business plan, operation plan, marketing and sales plan, financial plan, and contingencies. Research and determine target market and competitors' strengths and characteristics. Plan and execute companies marketing and advertising plan. Hire and work closely with design resources to develop marketing and advertising copy and materials. Author classified ads, press and news releases, and article contributions to publicize the company. Locate and network with potential clients and suppliers. Create company data management plan; hire and work closely with administrative resources to manage and organize company data. Manage company A/P, A/R, payroll, tax and financial statements preparation. Manage customer feedback, act on their comments to ensure that their requests are taken care of.

Dickinson Farm.
Small plot urban farm.
2014 to present

Dale St, South Park.
Residential income property.
2008 to present

Tradesmen.
Commercial income property and event space.
2013 to present

21 CFR Consulting, LLC.
Pharmaceutical, medical device and
biotechnology software compliance consulting.
2003 to 2008

YEOMAN. U.S. Coast Guard Reserve, 02/2010 to 08/2015.

Leadership. Forward deployed, during Deepwater Horizon incident response and Operations Enduring Freedom, managing human resources, travel, pay and personnel administration for up to 2500 service members. Recruit Company Mentor, mentored new recruits into the highly-motivated apprentices needed to do Coast Guard work. Meritoriously advanced to Chief Petty Officer.

Program Development. Developed mobilization process benchmarked by the fleet, including tracking tool to manage, track and report on the over 4000 data points, generated by the mobilization of 77 service members. Developed a document management system to support the life cycle management of document based information to capture, storage, classify, index, version, and maintain required Unit directives and correspondence. Reduced lost items by over 95%.

Research and Data Management. Managing project officer for multi-district consolidation and reorganization - focused on requirement gathering and validation, process definition and improvement. Developed various metric gathering and reporting tools for over 2000 data points.

Military Awards.

Coast Guard Commendation Medal; Army Commendation Medal, with Operational Distinguishing Device; Coast Guard Achievement Medal; Coast Guard Commandant Letter of Commendation Ribbon with Operational Distinguishing Device and Bronze Star; National Defense Service Medal with Bronze Star; Global War on Terrorism Expeditionary Medal; Global War on Terrorism Service Medal; Armed Forces Reserve Medal with two Mobilization devices; Coast Guard Overseas Service Ribbon; Coast Guard Enlisted Person of the Year Ribbon; Military Outstanding Volunteer Service Medal; Coast Guard Good Conduct Medal; and various other team, unit and service awards.

OMBUDSMAN. U.S. Coast Guard, 09/2008 – 08/2013.

Program Development. Planned and executed first of its kind pre-deployment training collaborating with six community agencies to provide critical administrative, legal medial and work-life information to over 300 Coast Guard Members and family Members. Developed and implemented a strategic communication program to ensure effective communication between organizational leadership, community resources, Coast Guard Members and family Members during various short CONUS and long-term OCONUS deployments.

STEPHENI NORTON

steph@steph-n-i.com

www.linkedin.com/in/stepheninorton/

Military Awards. Reserve Family Readiness Award. 2011, 2013

LEAD CONSULTANT. 2000 – 2008.

Leadership. Lead consultant and then business owner of a Global Software Compliance Consulting firm. Schedule included foreign and domestic travel over 80%. Provided regulatory compliance expertise worldwide. Managed project working and travel budgets between \$50K-1.2M. Contributing author to various industry publications including IVT's Journal of Validation Compliance, a periodical sought after by the FDA regulated industry for subject matter expert advice; as well as a speaker at numerous industry events.

RECENT EDUCATION & TRAINING

B.S., Business and Management, Pepperdine University, Currently
Sustainable Agriculture Training Program, Cal Poly – Pomona, 2017
Small Farms Program, Cornell University, 2016
Small-Scale Farming, Arizona State University Food System Transformation, 2015
Veteran Entrepreneurship (V-WISE), Syracuse University - Martin J. Whitman School of Management, 2013
Chiefs Call to Indoctrination, October 3, 2013

MEDIA APPERANCES

"Veteran Leadership" Interview, The Profitable Farm with Charlotte Smith, March 20, 2017
"Hungry for Fresh Produce", Californian Garden Magazine, January 25, 2017
"Entrepreneur program gives veteran her 'tribe' back", American Legion Magazine, January 18, 2017
"Craft beer and local produce", San Diego Reader, December 27, 2016
"Savoring San Diego: An Epicurean Adventure", Travel Channel, December 14, 2016
"Veterans in the Workplace", San Diego Union Tribune, October 9, 2016
"Leading Lady", Syracuse University, November 7, 2016
"Simple Business Planning for Urban Backyard Market Garden" Workshop, Women in Sustainable Agriculture Conference, Oregon State University, 2016
"A Tale of Destruction" Interview, Impact Matters Podcast, May 8, 2016

BUSINESS HONORS

National City Business of the Year, Finalist. 2016
Emerging Woman Owned Business Award, Finalist. 2016
East Village Association - Most Collaborative Development, Finalist. 2015
Veteran of the Day, U.S. Department of Veterans Affairs. 2015
Student of the Week, Syracuse University, Institute for Veterans and Military Families. 2015
Shipmate of the Week, U.S. Coast Guard. 2013
Trooper Focus, The Wire, Joint Task Force Guantanamo Bay, Cuba. 2013
50 People to Watch, San Diego Magazine. 2012
Women Who Mean Business, Finalist, San Diego Business Journal. 2011

PROFESSIONAL MEMBERSHIP

Board Member, National City Chamber of Commerce	Member, Farm Bureau
Voting Member, San Diego Food System Alliance	Member, National Young Farmers Coalition
Member, U.S. Coast Guard Chief Petty Officers Association	Certified Farm, Homegrown by Heroes
Member, Coalition for Veteran Owned Business	Member, Slow Food USA & Urban San Diego
Member, Farmer Veteran Coalition	Member, The Rosie Network

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

- | | |
|--|---|
| <input checked="" type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Committee |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: LIZ M. Ramirez E-Mail: Sillieptp@hotmail.com
Home Address: 1149 Dartmouth St. Chula Vista, CA 91913 Tel. No.: 619-405-9829

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 15 yrs. San Diego County: 16 yrs. California: 35 yrs.

Educational Background: Will receive Bachelors Degree from SDSU on December 2017.

Occupational Experience: Navy Veteran 1999-2003, Command ombudsman for USS Cape St. George, Navy Exchange (5 years)

Professional or Technical Organization Memberships: National Criminal Justice Student Association

Civic or Community Experience, Membership, or Previous Public Service Appointments: National City Host Lions Club since 2002.

Experience or Special Knowledge Pertaining to Area of Interest:

Been affiliated to the military as a veteran and spouse. 18 years

Have you ever been convicted of a felony crime? No: ☒ Yes: _____ misdemeanor crime? No: ☒ Yes: _____
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 5/24/17

Signature: Liz M. Ramirez

Please feel free to provide additional information or letters of endorsement.

Please return completed form to: Office of the City Clerk
1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Civil Service Committee
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	<input type="checkbox"/> Public Art Committee*
<input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee*	<input type="checkbox"/> Traffic Safety Committee

- Applicants must be residents of the City of National City except for those marked by an * and all applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: VILAVANH SANGINTHIRATH E-Mail: VILAVANH@LIVE.COM

Home Address: 1013 E 18TH STREET NATIONAL CITY, CA 91950 Tel. No.: (858) 568-2326

Business Affiliation: SAN DIEGO INNOVATIONS & POWERHOUSE BUSINESS SOLUTIONS

Title: FOUNDER & CEO

Business Address: 9285 DOWDY DR. SUITE 205. SAN DIEGO, CA 92131

Tel. No.: (619) 434-2860

Length of Residence in National City: 32 YEARS San Diego County: 32 YEARS California: 32 YEARS

Educational Background: SAN DIEGO STATE UNIVERSITY, BUSINESS MANAGEMENT WITH AN EMPHASIS IN MARKETING. SAN DIEGO MESA COLLEGE, ASSOCIATES IN BUSINESS ADMINISTRATION. SAN DIEGO STATE UNIVERSITY, CERTIFICATE OF MANAGEMENT & LEADERSHIP

Occupational Experience: PLEASE SEE ATTACHMENT FOR OVERVIEW OF PROFESSIONAL EXPERIENCE

Professional or Technical Organization Memberships: MEMBER OF ASIAN BUSINESS ASSOCIATION. MEMBER OF CALIFORNIA DIVERSITY COUNCIL. MEMBER OF SAN DIEGO NON-PROFIT ASSOCIATION. SPEAKER AT MANY HIGH PROFILED CONFERENCES, EVENTS, AND YOUTH EMPOWERMENT OPPORTUNITIES.

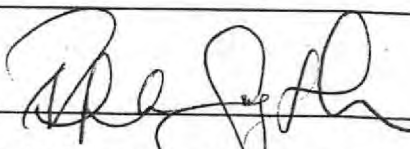
Civic or Community Experience, Membership, or Previous Public Service Appointments: BOARD OF DIRECTOR, GIRLS IN TECH SAN DIEGO. BOARD OF DIRECTORS, BREAK THE SILENCE AGAINST DOMESTIC VIOLENCE. BOARD ADVISOR, GERSON INSTITUTE. EXECUTIVE TEAM MEMBER, MAINSTREET ALLIANCE SAN DIEGO.

Experience or Special Knowledge Pertaining to Area of Interest: I HAVE MANY FAMILY MEMBERS AND CLOSE FRIENDS IN THE MILITARY, I UNDERSTAND THE COMPLEXITIES AND STRUGGLES OF LIVING THE MILITARY LIFESTYLE THAN MOST CIVILIANS. THE GREATEST PART IS THROUGH MY PROFESSIONAL BACKGROUND AND EXPERIENCES OF BEING AN ENTREPRENEUR AND WORKING WITH BUSINESSES, I'VE BEEN FORTUNATE

ENOUGH TO HELPED OVER 5 MILITARY INDIVIDUALS TRANSITIONING OUT OF THE FORCE TO START THEIR BUSINESS AND BUILD A GREAT FUTURE FOR THEIR FAMILIES. I'M CURRENTLY WORKING ON MY NEWEST INITIATIVE CALLED SAN DIEGO INNOVATIONS, AND ONE OF THE FOCUS IS WORKING WITH THE WORKFORCE PARTNERSHIP TO PROVIDE A PIPELINE FOR MILITARY PERSONNELS THROUGHOUT SAN DIEGO. I'M IN DISCUSSIONS WITH COUNTY OF SUPERIOR COURT AND SECOND CHANCE TO PROVIDING A PROGRAM FOR MILITARY VETERANS TO GETTING THE MENTAL HEALTH, AND TRAINING NEEDED TO GET BACK ON THEIR FEET. FROM A PERSONAL STANDPOINT, I CAN SYMPATHIZE WITH THE STRUGGLES AND HEARTBREAK THAT COME WITH LOSING A LOVED SOLIDER AT WAR WITH THE LOSS OF MY COUSIN AND A COUPLE CLOSE FRIENDS, I'M A SINGLE MOTHER AND I'VE ALSO HELPED OVER 20 MILITARY PARENTS (SINGLE OR NOT) BY PROVIDING THEM RESOURCES AND OUTLETS THROUGH MY BLOG, MEET UP GROUPS, AND NETWORK OPPORTUNITITES TO GET THE SUPPORT NEEDED. I STARTED A SOCIAL GROUP CALLED MEMOIRS OF SINGLE PARENTS IN 2013, OVER 100 PARENTS IN THE GROUP ARE MILITARY MEMBERS AND HAVE REACHED OUT TO ME FROM ALL AREAS IN THE NATION TO THANK ME FOR MY SUPPORT AND AN AREA TO LET OUT THE PAIN AND STRUGGLES AS A PARENT. IN 2005, I MOVED TO GERMANY FOR ONE YEAR TO BE A COUNSELOR FOR MILITARY CHILDREN WHERE I STAYED ON THE ARMY BASE AND HELPED KIDS FROM AGES 6 MONTHS TO 17 YEARS OF AGE. I COACHED AND TAUGHT BASKETBALL, CONDUCTED EDUCATIONAL ACTIVITIES, BECAME AN OUTLET FOR CONSULTATION SO THE KIDS CAN RELATE AND HELP GUIDE THEM THROUGH DIFFICULT CHANGES. I BECAME GREAT FRIENDS WITH MANY OF THE PARENTS, COUNSELORS, AND TECHERS TO THIS DAY.

Have you ever been convicted of a felony crime? No: ☒ Yes: ☐ misdemeanor crime? No: ☒ Yes: ☐
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 8/14/17

Signature: 

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

Vilavanh Sanginthirath

Innovative strategist and forward thinking team leader with a proven track record for identifying opportunities, present a bold vision, and building successful teams from the ground up



Corporate | Nonprofit | Small Business
Board Member | Community Leader

(858) 568-2326

vilavanh@live.com

San Diego, CA

ENTJ

PROFESSIONAL EXPERIENCE

April 2017 - Present

San Diego, CA

Chief Executive Officer

Powerhouse Business Solutions

Achievements

Developed and launched overall strategy, financial plans, pricing structure, legal contracts and business plan

Build partnerships with local businesses, chambers, and community to drive economic growth and impact



January 2017 - June 2017

San Diego, CA

Co-Managing Director &

Director of Marketing

Girls in Tech, San Diego

Achievements

Built infrastructure of organization including programs, marketing plans, strategic partnerships, executive team

Advocated and spoke during events, media appearances

Launched with over 550 registrants, and a 70% attrition



June 2016 - May 2017

San Diego, CA

Director of Marketing

Gerson Institute

Achievements

Developed new infrastructure, workflow and processes for all departments: marketing, sales, production

Launched Gerson Cookbook generating over \$200K

Conducted systems & process, saving over \$50K



November 2014 - May 2016

San Diego, CA

Marketing Manager | Canada

HD Supply, Inc.

Achievements

Generated over \$8MM and contributed 16% in co. sales

Exceeded forecast and hit a record \$50MM in revenue

Lead new market strategy & website, drove 16% growth



April 2014 - November 2014

San Diego, CA

CRM Marketing Campaign Manager

Petco Animal Supplies, Inc.

Achievements

Managed F&F Campaign, generate \$3.4MM in 2 days

Support campaigns for loyalty, ecommerce, merchandise



AREAS OF EXPERTISE

Years of Experience

6 8 10

Leadership

Strategic Planning

Budgeting Finance

Market Expansion

Change Management

Team Building

Systems Integration

Strategic Partners

E-Commerce Mgmt.

Operation Workflow

Data Analysis

Community Curator

INVOLVEMENT & ACHIEVEMENTS

- SD Magazine - Woman of the Year 2017 Nominee
- Intern - Councilmember A. Sotelo-Solis
- Board of Director - Break the Silence Against DV
- Board Advisor - Gerson Institute
- Advocate - Veterans & Military Family Meet Ups
- Speaker - U.S. News STEM Solutions Conference
- Executive Team - Women of Main Street Alliance
- Member - Asian Business Association
- Member - American Marketing Association
- Member - California Diversity Council
- Member - San Diego Non-Profit Association
- Speaker - Break the Silence Community Outreach

EDUCATION

- San Diego State University
Business Management - emphasis in Marketing
- San Diego State University
Certificate in Management & Leadership

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

- | | |
|--|---|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Committee |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Meg Storer E-Mail: mstorer@211sandiego.org
Home Address: 6534 Nee Grove Way #2, SD 92127 Tel. No.: 619-497-6150
Business Affiliation: 211 San Diego Title: Vice President of Community & Government Relations
Business Address: 35110 Calle Fortunada, San Diego 92123 Tel. No.: 619-371-1245
Length of Residence in National City: _____ San Diego County: _____ California: _____
Educational Background: Masters of Arts in Nonprofit Leadership and Management from University of San Diego
Occupational Experience: _____

Professional or Technical Organization Memberships: 2nd Vice President of San Diego Veterans Coalition (SDVC)

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Experience or Special Knowledge Pertaining to Area of Interest:

Have you ever been convicted of a felony crime? No ☒ Yes: _____ misdemeanor crime? No: _____ Yes: _____
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 3/28/17

Signature: [Signature]

Please feel free to provide additional information or letters of endorsement.

Please return completed form to: Office of the City Clerk
1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

**CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

- | | |
|--|--|
| <input checked="" type="checkbox"/> Civil Service Commission
<input checked="" type="checkbox"/> Community & Police Relations Commission* (CPRC)
<input checked="" type="checkbox"/> Library Board of Trustees
<input checked="" type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input checked="" type="checkbox"/> Planning Commission
<input checked="" type="checkbox"/> Public Art Committee*
<input checked="" type="checkbox"/> Traffic Safety Committee |
|--|--|

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Lance Alan Mirkin

Home Address: 127 Highland Avenue Tel. No.: 619-867-4413

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 2 yrs San Diego County: 43 California: 64

Educational Background: BA SDSU, 2-yr Law School Western State University School of Law

Occupational Experience: 35 years in the Financial Services and Lending Industry

Professional or Technical Organization Memberships: _____

Civic or Community Experience, Membership, or Previous Public Service Appointments:
Board Member PACNC, Elder First Christian Church Chula Vista

Experience or Special Knowledge Pertaining to Area of Interest: _____

Have you ever been convicted of a felony crime? No ☒ Yes: _____ misdemeanor crime? No: ☒ Yes: ☒
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Oct 1986 Wet Re. Class

Date: 09/01/16

Signature: [Signature]

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:
Office of the City Clerk
1243 National City Blvd, National City, CA 91950

Thank you for your interest in serving the City of National City.

* Residency requirements may not apply
This documents is filed as a public document

The following page(s) contain the backup material for Agenda Item: Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of October 3, 2017 and Special Meeting of the City Council of the City of National City of October 3,

Item # _____

11/07/17

**APPROVAL OF THE MINUTES OF THE
REGULAR MEETING OF THE CITY COUNCIL
AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL
CITY OF OCTOBER 3, 2017 AND SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF
NATIONAL CITY OF OCTOBER 3, 2017.**

(City Clerk)

DRAFT DRAFT DRAFT
**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

October 3, 2017

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:11 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Duong, Morris-Jones, Muthusamy, Parra, Raulston, Roberts, Rodriguez, Stevenson, Vergara, Williams, Ybarra.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PUBLIC COMMENTS

Jose Estrada, National City, expressed displeasure with the Festival of Life church event held in Kimball Park and its apparent support by some public officials.

Shane Parmely expressed concerns about the church event and how it was conducted.

John Borja, representing the Chamber of Commerce, extended an invitation to the upcoming craft beer event in Pepper Park.

Mark Lane, National City, expressed concerns and opposition to the park event.

Coyote Moon, National City, spoke in opposition to the park event.

Marisol Natividad, National City, related her personal experiences and displeasure while at the Festival of Life event.

Andrew Mckercher, National City, objected to the promotion of the park event by public officials.

Michelle Krug explained the issues she had with the park event.

PRESENTATIONS

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017
(102-10-12)**

1. Presentation from the appointed Proposition "D" Independent Evaluation Committee regarding the City of National City District Transactions and Use Tax. (Finance) **Companion Item #24**

AGENDA ITEM NO. 3 WAS TAKEN UP NEXT

PRESENTATIONS (cont.)

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017
(102-10-12)**

3. Presentation on Sewer Rate Study and proposed rate increases. (Engineering/Public Works) **Companion Item #25**

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017
(102-10-12)**

2. Presentation on Project Labor Agreements and Affordable Housing Policy and Financing by LeSar Development Consultants. (Housing & Economic Development)

RECESS

A Recess was called at 9:19 pm.
The meeting reconvened at 9:32 pm.
All members were present.

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017
(102-10-12)**

4. Update on Paradise Creek Educational Park (Jim Neri, Neri Landscape Architecture). (Engineering/Public Works)

INTERVIEWS / APPOINTMENTS

BOARDS & COMMISSIONS ADMIN (101-1-1)

5. Interviews and Appointments - Current Vacancies & Expired Terms / Veterans and Military Families Advisory Committee. (City Clerk)

ACTION: Motion by Rios, seconded by Cano, to reappoint Fred Puhn to the Civil Service Commission. Carried by unanimous vote.

Motion by Morrison, seconded by Cano, to appoint Lance Mirkin to the Library Board of Trustees. Carried by unanimous vote.

Motion by Morrison, seconded by Cano, to reappoint Roy Cesena and Yvonne Cordoba to the Park, Recreation and Senior Citizen's Advisory Board. Carried by unanimous vote.

Motion by Morrison, seconded by Mendivil, to reappoint Ryan Whipple to the Traffic Safety Committee. Carried by unanimous vote.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 6 (NCCMC), Item Nos. 7 through 13 (Resolution Nos. 2017-187 through 2017-193), Item No. 14 (Temporary Use Permit), Item No. 15 (Report), Items No. 16 through 18 (Warrant Registers). Motion by Sotelo-Solis, seconded by Cano, to approve the Consent Calendar except #7. Carried by unanimous vote.

MUNICIPAL CODE 2017 (506-2-32)

6. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

CONTRACT (C2010-86)

7. Resolution No. 2017-187. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE LEASE BY AND BETWEEN THE CITY AND THE BOYS AND GIRLS CLUB OF GREATER SAN DIEGO, INC., CONSENTING TO A SUBLEASE BETWEEN THE BOYS AND GIRLS CLUB AND INTEGRITY CHARTER SCHOOL FOR THE CITY-OWNED LAND AND BUILDING LOCATED AT 1430 "D" AVENUE IN NATIONAL CITY. (Housing & Economic Development)

ACTION: Motion by Mendivil, seconded by Morrison to adopt the Resolution. Carried by the following vote, to-wit: Ayes Cano, Mendivil, Morrison, Rios. Nays: Sotelo-Solis. Abstain: None. Absent: None.

ENGINEERING / PUBLIC WORKS DEPT - GRANTS / REPORTS ADMIN (1104-1-1)

8. Resolution No. 2017-188. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING DEPARTMENT GRANTS FUND APPROPRIATION OF \$365,000 IN DISADVANTAGED COMMUNITY (DAC) PLANNING GRANT FUNDS THROUGH THE PROPOSITION 1 DAC INVOLVEMENT GRANT PROGRAM FOR THE PARADISE VALLEY CREEK WATER QUALITY AND COMMUNITY ENHANCEMENT PROJECT AND ESTABLISHMENT OF A CORRESPONDING REVENUE BUDGET. (Engineering/Public Works)

ACTION: Approved. See above.

CONSENT CALENDAR (cont.)

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

9. Resolution No. 2017-189. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, WAIVING THE FORMAL BID PROCESS CONSISTENT WITH NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY (BUYER) TO PIGGYBACK THE NATIONAL JOINT POWERS ALLIANCE (NJPA) CONTRACT #081716-KTC WITH KENWORTH TRUCK COMPANY THROUGH INLAND KENWORTH (US) INC. (AUTHORIZED DEALER) TO AWARD THE PURCHASE OF ONE (1) T400 SERIES CONVENTIONAL 10 YARD DUMP TRUCK TO INLAND KENWORTH (US) INC., IN AN AMOUNT NOT TO EXCEED \$149,951.88. (Engineering/Public Works)

ACTION: Approved. See above.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

10. Resolution No. 2017-190. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, WAIVING THE FORMAL BID PROCESS CONSISTENT WITH NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY (BUYER) TO PIGGYBACK THE NATIONAL JOINT POWERS ALLIANCE (NJPA) CONTRACT #113012-HDI WITH H.D. INDUSTRIES, INC. (MANUFACTURER) THROUGH THE HAAKER EQUIPMENT COMPANY (DISTRIBUTOR) TO AWARD THE PURCHASE OF ONE (1) H.D. INDUSTRIES PRO-PATCH TCM-425-80 DHE MOUNTED ON A 2018 FORD F-750 CHASSIS TO HAAKER EQUIPMENT COMPANY FOR POTHOLE REPAIRS, IN AN AMOUNT NOT TO EXCEED \$180,109.58. (Engineering/Public Works)

ACTION: Approved. See above.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

11. Resolution No. 2017-191. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, WAIVING THE FORMAL BID PROCESS CONSISTENT WITH NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY (BUYER) TO PIGGYBACK THE CITY OF MODESTO PURCHASE ORDER (CONTRACT) NO. 112254 WITH MUNICIPAL MAINTENANCE EQUIPMENT, INC. TO AWARD THE PURCHASE OF ONE (1) RAVO 5 ISERIES SWEEPER TO MUNICIPAL MAINTENANCE EQUIPMENT, INC. IN AN AMOUNT NOT TO EXCEED \$253,574.18, CONSISTENT WITH CITY OF MODESTO REQUEST FOR BID AND SPECIFICATIONS NO. 1617-12. (Engineering/Public Works)

ACTION: Approved. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C2017-60)

12. Resolution No. 2017-192. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO UTILIZE SAN DIEGO COUNTY'S CONTRACT NO. 553982 TO AWARD THE PURCHASE OF THREE P25 MCC7500 CONSOLES FOR THE NATIONAL CITY POLICE DISPATCH CENTER, FROM MOTOROLA SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED \$227,689, USING FY16 URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDS. (Fire)

ACTION: Approved. See above.

GRANT / COMMUNITY SERVICES (206-4-26)

13. Resolution No. 2017-193. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE ACCEPTANCE OF THE COUNTY OF SAN DIEGO'S COMMUNITY ENHANCEMENT PROGRAM GRANT FUNDS OF \$10,000 FOR THE SPECIAL EVENT "A KIMBALL HOLIDAY", WITH NO MATCHING FUNDS REQUIRED; 2) AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND THE COUNTY OF SAN DIEGO TO RECEIVE FY18 COMMUNITY ENHANCEMENT PROGRAM GRANT FUNDS; 3) AND AUTHORIZING THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITYWIDE FUND APPROPRIATION OF \$10,000 AND CORRESPONDING REVENUE BUDGET. (Community Services)

ACTION: Approved. See above.

TEMPORARY USE PERMITS 2017 (203-1-33)

14. Temporary Use Permit – Harvest Fest hosted by Cornerstone Church of San Diego at 1914 Sweetwater Road on October 31, 2017 from 6 p.m. to 9 p.m. with no waiver of fees. (Neighborhood Services)

ACTION: Approved. See above.

FINANCIAL MANAGEMENT 2017-2018 (204-1-33)

15. Investment transactions for the month ended July 31, 2017. (Finance)

ACTION: Approved. See above.

WARRANT REGISTER JULY 2017 – JUNE 2018 (202-1-32)

16. Warrant Register #7 for the period of 08/09/17 through 08/15/17 in the amount of \$1,803,390.22. (Finance)

ACTION: Ratified. See above.

CONSENT CALENDAR (cont.)

WARRANT REGISTER JULY 2017 – JUNE 2018 (202-1-32)

17. Warrant Register #8 for the period of 08/16/17 through 08/22/17 in the amount of \$987,526.96. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2017 – JUNE 2018 (202-1-32)

18. Warrant Register #9 for the period of 08/23/17 through 08/29/17 in the amount of \$1,808,798.21. (Finance)

ACTION: Ratified. See above.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

MUNICIPAL CODE 2017 (506-02-32)

19. Ordinance No. 2017-2438. Public Hearing and Adoption of an ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING SECTION 18.21.040 PERTAINING TO THE MAXIMUM AREA AND NUMBER OF ACCESSORY STRUCTURES. (Applicant: Fred Puhn) (Case File 2017-21 A) (Planning)

RECOMMENDATION: Adopt the Ordinance.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Sotelo-Solis, to close the Public Hearing. Carried by unanimous vote.

Motion by Rios, seconded by Sotelo-Solis, to adopt the Ordinance. Carried by unanimous vote.

MUNICIPAL CODE 2017 (506-02-32)

20. Ordinance No. 2017-2439. Public Hearing and Adoption of an ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING TITLE 6 SECTION 6.04 OF THE NATIONAL CITY MUNICIPAL CODE REGARDING BUSINESS TAX RATES TO COMPLY WITH CURRENT LAW, INCLUDING 1) REVERTING GROSS RECEIPTS AND FLAT BUSINESS TAX RATES TO THOSE ESTABLISHED BY ORDINANCE NO. 1606, ENACTED IN 1977, CORRECTING RATE CALCULATIONS WHERE NECESSARY; 2) REPEALING THE MARGINAL TAX RATE TABLE; 3) REPEALING APPENDIX D TO ORDINANCE NO. 1606; AND 4) REFUNDING BUSINESS TAXES AND ASSOCIATED APPLICABLE FEES OVERPAID WITHIN THE TWELVE MONTHS PRIOR TO THE EFFECTIVE DATE OF THIS ORDINANCE. (Finance)

RECOMMENDATION: Adopt the Ordinance.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Rios, to close the Public Hearing. Carried by unanimous vote.

Motion by Sotelo-Solis, seconded by Rios, to adopt the Ordinance. Carried by unanimous vote.

NON CONSENT RESOLUTIONS

FINANCIAL MANAGEMENT 2017-2018 (204-1-33)

21. Resolution No. 2017-194. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AMENDING THE FISCAL YEAR 2018 CAPITAL IMPROVEMENT PROGRAM BUDGET TO INCLUDE A LIST OF PROJECTS PROPOSED TO RECEIVE FUNDING FROM THE ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) AS REQUIRED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017; 2) ADJUSTING BUDGET APPROPRIATIONS FOR FISCAL YEAR 2018 TRAFFIC MONITORING / SAFETY ENHANCEMENTS PROJECT BY RELEASING \$300,000 IN GAS TAX FUND APPROPRIATIONS; 3) ADJUSTING BUDGET APPROPRIATIONS FOR FISCAL YEAR 2018 SAFE ROUTES TO SCHOOL PEDESTRIAN AND BICYCLE SAFETY ENHANCEMENTS PROJECT TO APPROPRIATE \$343,345 IN RMRA FUNDS THROUGH THE GAS TAX FUND FOR CONSTRUCTION; AND 4) REDUCING CORRESPONDING GAS TAX FUND REVENUE BUDGET FOR RECEIPT OF RMRA FUNDS FROM \$350,432 TO \$343,345 FOR FISCAL YEAR 2018 BASED ON THE LATEST REVENUE PROJECTIONS FOR NATIONAL CITY FROM THE STATE DEPARTMENT OF FINANCE. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NEW BUSINESS

TEMPORARY USE PERMITS 2017 (403-32-1)

22. Temporary Use Permit - Wavetec requesting to use the lot located at 1918 Cleveland Avenue to repair a 43 ft. sailboat from October 3, 2017 thru December 31, 2017 with no waiver of fees. (Neighborhood Services)

RECOMMENDATION: Approve the Application for a TUP subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

TESTIMONY: Paul Ralph, the applicant, responded to questions.

ACTION: Motion by Sotelo-Solis, seconded by Morrison, to approve the TUP. Carried by unanimous vote.

NEW BUSINESS (cont.)

TEMPORARY USE PERMITS 2017 (403-32-1)

23. Temporary Use Permit – 1st Annual Bayside Brew and Spirits Festival sponsored by the National City Chamber of Commerce at Pepper Park on October 21, 2017. (Neighborhood Services)

RECOMMENDATION: Approve the Application for a TUP subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Rios, to approve the TUP including a fee waiver of \$500. Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis. Nays: Cano. Absent: None. Abstain: None.

FINANCIAL MANAGEMENT 2017-2018 (204-1-33)

24. Report to the City Council of the City of National City from the appointed Proposition D Independent Evaluation Committee containing a recommendation regarding the City of National City District Transactions and Use Tax, pursuant to the provisions of Section 4.160.180 of the City of National City Municipal Code. (Finance) **Companion Item #1**

RECOMMENDATION: Accept and file the report.

TESTIMONY: Jose Estrada, National City, reminded everyone that Proposition D was meant to be temporary and to continue to look for ways to end it.

ACTION: Motion by Rios, seconded by Cano to accept and file the Report. Carried by unanimous vote.

ENGINEERING / PUBLIC WORKS DEPT – GRANTS / REPORTS ADMIN (1104-1-1)

25. Report on Sewer Rate Study and proposed rate increases. (Engineering/Public Works) **Companion Item #3**

RECOMMENDATION: Accept and file background report and Sewer Rate Study and direct staff to mail out Notice of Public Hearing per Proposition 218 requirements.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Rios to accept and file the report and direct staff to send notice. Carried by unanimous vote.

NEW BUSINESS (cont.)

CITY MANAGER / REPORTS ADMIN (1104-1-12)

26. Discussion of the proposed termination of the federal Deferred Action for Childhood Arrivals (DACA) program, including consideration of a Resolution in support of the program. (City Manager)

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Sotelo-Solis to continue to the next meeting to allow time to consider additional resolutions presented at the meeting. Carried by unanimous vote.

CITY MANAGER / REPORTS ADMIN (1104-1-12)

27. City Council discussion and direction on Assembly Bill 485 Pet Store Operators: Dogs, Cats and Rabbits (O'Donnell and Dababneh), including consideration of a letter of support modeled after the letter of support provided by the Office of Assembly Member O'Donnell. (City Manager)

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Sotelo-Solis to approve sending a letter of support. Carried by the following vote, to-wit: Ayes: Mendivil, Rios, Sotelo-Solis. Nays: Morrison, Cano. Absent: None. Abstain: None.

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

CONTRACT (C2016-27)

HOUSING AUTHORITY (404-1-6)

28. Resolution No. 2017-58. RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN ACKNOWLEDGMENT AND AGREEMENT TO THE LETTER OF CONSENT FROM COPPER HILLS LIMITED PARTNERSHIP DATED SEPTEMBER 18, 2017, APPROVING THE TRANSFER IN INTEREST OF CENTERLINE CALIFORNIA CORPORATE PARTNERS IV, L.P., AND RELATED CALIFORNIA CORPORATE IV SLP, L.P. AS LIMITED PARTNERS TO NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA, A CALIFORNIA NON-PROFIT CORPORATION, OR AN AFFILIATE OF THE GENERAL PARTNER, TO ENABLE THE REFINANCING AND REHABILITATION OF VISTA DEL SOL APARTMENTS LOCATED AT 1545 Q AVENUE IN NATIONAL CITY. (Housing and Economic Development)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano to adopt the Resolution. Carried by unanimous vote.

STAFF REPORTS

Director of Emergency Services, Frank Parra, provided an update on the San Diego County Hepatitis "A" outbreak and the measures being taken to deter and mitigate the outbreak.

Assistant City Manager Brad Raulston provided an update on the Bay Shore Bikeway.

MAYOR AND CITY COUNCIL

Vice Mayor Mendivil said he would not comment on any of the speakers comments regarding the Festival of Life event except one; the person that said he was aggressive. For the record: "Fifteen years ago I would have probably been in their face when they are dragging my name through the mud. I think I would have definitely been in their face. Not anymore. So that one is flat out not true that I was aggressive in any way". Vice Mayor Mendivil said the Festival of Life was an awesome event for the City and that he stands behind it and puts his name on it. Vice Mayor Mendivil spoke of the importance of economic development and pledged to be business friendly in any way he can be.

Member Sotelo-Solis thanked staff for the many fine reports provided; expressed her concerns and expectations surrounding the Festival of Life event in the park and the importance of having all necessary information and explained the reasons why she could not support the event. Member Sotelo-Solis agreed about the importance of economic development to promote business and job creation and; reminded everyone about the Halloween Tower of Terror event.

Member Rios reminded everyone about the Maytime Band review on Saturday; reported that she attended the South County Economic Development Corporation (SCEDC) Annual Public Officials event, as well as a very nice event a Plaza Bonita for a veterans relay event and offered kudos to staff and departing Assistant Public Works Director Kuna Muthusamy.

Member Cano complimented the Police Department for the amazing job they did clearing traffic at 19th and Tidelands Avenue.

Mayor Morrison provided information on the competition for the new Amazon headquarters development and the prospects for success by California and the San Diego region and provided an update on the impact on Sweetwater Authority rate payers from the recent court decision involving the Metropolitan Water District and San Diego County Water Authority.

CLOSED SESSION REPORT

City Attorney Angil Morris-Jones reported that in Closed Session staff was given unanimous authorization regarding resolution of the Workers Cmpensation matter.

ADJOURNMENT

Motion by Mendivil, seconded by Sotelo-Solis, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City - Tuesday - October 17, 2017 - 6:00 p.m. - Council Chambers - National City, California. Carried by unanimous vote.

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - October 17, 2017 - 6:00 p.m. - Council Chambers - National City, California.

The meeting closed at 11:26 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of November 7, 2017.

Mayor

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room
Civic Center
1243 National City Boulevard
National City, California

Special Meeting - Tuesday, October 3, 2017 – 6:00 p.m.

ROLL CALL

CITY COUNCIL

CLOSED SESSION

1. Liability Claims – Government Code Section 54956.95
Workers' Compensation Claims
Agency Claimed Against: City of National City
Number of Claims: One

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, October 3, 2017, 6:00 p.m.,
City Council Chambers, Civic Center – National City, California.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: 1) accepting the work performed by Kinsman Construction Company, Inc. for the Police Department Building Improvements Project, CIP No. 15-06; 2) approving the final contract amount of \$1,127,648

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 7, 2017

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback 1) the State of California Department of General Services Contract #1-15-23-14A, Supplement 1, to award the purchase and build-out of six (6) fully equipped police vehicles to Folsom Lake Ford in an amount not to exceed \$338,619.64; 2) the County of San Diego Department of Purchasing and Contracting Contract #553982 to award the purchase of police radios for the six (6) new patrol vehicles to the Regional Communications System (RCS) vendor, Motorola Solutions, Inc., in an amount not to exceed \$27,729.91.

PREPARED BY: Ray Roberson, Management Analyst II

PHONE: 619-336-4583

DEPARTMENT: Engineering/Public Works

APPROVED BY: 

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

ACCOUNT NO.

644-411-000-511-0000 (Equipment Replacement Reserve): \$366,349.55

Funds are appropriated and available in the above account.

APPROVED: _____

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Adopt Resolution awarding the purchase and build-out of six police vehicles and radios for the National City Police Department.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Quotes
3. State of California Department of General Services contract 1-15-23-14A
4. San Diego County Department of Purchasing and Contracting RCS Contract #553982
5. Resolution

Explanation:

As part of the FY 2018 annual budget, City Council approved funding through the Equipment Replacement Reserve for the purchase of 6 patrol vehicles and 3 detective vehicles for the National City Police Department. Staff seeks Council authority to waive the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorize the City (Buyer) to piggyback 1) the State of California Department of General Services Contract #1-15-23-14A to award the purchase and build-out of six (6) fully equipped police vehicles to Folsom Lake Ford in an amount not to exceed \$338,619.64; and 2) the County of San Diego Department of Purchasing and Contracting Contract #553982 to award the purchase of police radios for the new patrol vehicles to the Regional Communications System (RCS) vendor, Motorola Solutions, Inc., in an amount not to exceed \$27,729.91. Folsom Lake Ford will subcontract with Lehr Auto Electric & Emergency Equipment for the build-out and up-fitting of the police department vehicles.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's purchasing staff has confirmed that both the State of California Department of General Services Contract #1-15-23-14A with Folsom Lake Ford as well as the County of San Diego Department of Purchasing and Contracting RCS Contract #553982 were competitively bid through a Request for Bid (RFB) and bid process, and that the respective procurement procedures are in substantial compliance with those of National City.

Funding for the vehicles and radios is available through the Equipment Replacement Reserve, which will be replenished by the General Fund. |

FOLSOM LAKE FORD

THE FORD SOURCE

12755 FOLSOM BLVD. • FOLSOM, CA 95630 • (916) 353-2000

2018 ORDER 12-14 WEEKS

PRODUCTION BEGINS 10/20/2017

STATE CONTRACT 1015-23-14B

K8A 4DR AWD POLICE
.112.6" WB
G1 SHADOW BLACK
9 CLTH BKTS/VNL R
W EBONY BLACK
500A EQUIP GRP
.PREM SINGLE CD
99R .3.7L V6 TIVCT
44C .6-SPD AUTO TRAN
53M SYNC SYSTEM
16D BADGE DELETE
17T CARGO DOME LAMP
18W RR WINDOW DEL
21L FRONT AUX LIGHT
423 CAL EM NOT REQD
43D COURTESY DISABL
51S DUAL LED LAMPS
55B BLIND SPOT INFO
59B KEY CODE B
60R NOISE SUPPRESS
66A FRONT HDLMP PKG
.GRILL WIRING
68G RR DR/LK INOP
76R REVERSE SENSING
87R RR VIEW MIR/CAM
90E LH/RH PNLS III
92R SOLAR TINT 2ND
936 CAL SER VEH EXP
FLEX-FUEL
153 FRT LICENSE BKT

DANIEL A. RAIMONDI
Fleet Director

PATROL

(916) 353-2000, Ext. 376
Toll Free 1-800-655-0555
Cell. (916) 825-1622
Fax (916) 353-2078

9/28/2017

\$30,967.00
\$20,836.07 LEHR UP FIT

\$51,803.07
\$ 4,532.77 TAX @ 8.75%
\$ 8.75 CA TIRE FEE

\$56,344.59
\$ 350.00 SHIPPING

\$56,694.59
X 5 UNITS

\$283,472.95 DELIVERED

LESS \$500.00 DISCOUNT
EACH-20 DAY PAYMENT

INCLUDES WHITE ROOF
4 DOORS PAINTED WHITE

42
difference
from
quote?

FOLSOM LAKE FORD

THE FORD SOURCE

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2018 ORDER 12-14 WEEKS
PRODUCTION BEGINS 10/20/2017
STATE CONTRACT 1-15-23-14B

DANIEL A. RAIMONDI
Fleet Director

SUPERVISOR

(916) 353-2000, Ext. 376
Toll Free 1-800-655-0555
Cell. (916) 825-1622
Fax (916) 353-2078

9/28/2017

K8A	4DR AWD POLICE	
	.112.6" WB	
G1	SHADOW BLACK	\$30,967.00
9	CLTH BKTS/VNL R	\$19,410.87 LEHR UP FIT
W	EBONY BLACK	
500A	EQUIP GRP	\$50,377.87
	.PREM SINGLE CD	\$ 4,408.07 TX @ 8.75%
		\$ 8.75 CA TIRE FEE
99R	.3.7L V6 TIVCT	
44C	.6-SPD AUTO TRAN	\$54,794.69
53M	SYNC SYSTEM	\$ 350.00 SHIPPING
16D	BADGE DELETE	
17T	CARGO DOME LAMP	\$55,144.69 DELIVERED
18W	RR WINDOW DEL	
21L	FRONT AUX LIGHT	LESS \$500.00 DISCOUNT
423	CAL EM NOT REQD	20 DAY PAYMENT
43D	COURTESY DISABL	
51S	DUAL LED LAMPS	INCLUDES WHITE ROOF
55B	BLIND SPOT INFO	4 DOORS WHITE
59B	KEY CODE B	
60R	NOISE SUPPRESS	
66A	FRONT HDLMP PKG	
	.GRILL WIRING	
68G	RR DR/LK INOP.	
76R	REVERSE SENSING	
87R	RR VIEW MIR/CAM	
90E	LH/RH PNLS III	
92R	SOLAR TINT 2ND	
936	CAL SER VEH EXP	
	FLEX-FUEL	
153	FRT LICENSE BKT	



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039	1	SE TK02411TU12	CARGO BOX		959.2000	959.20
		Top sliding with combo base	sliding no lock			
040	1	SE TPA9289	F LOWER RADIO TRY		285.6000	285.60
		RADIO - CENCOM - ELETRONICS	TO MOUNT INTO LOWER 3 TRAY			
041	1	SE WK00401TU12	F REAR WINDOW SET		268.0000	268.00
042	1	SE TK04761TU12	F CARGO DECK&TRAY		412.0000	412.00
043	1	HS C-MD-119	F 11" SLIDE ARM		264.5000	264.50
044	1	MS B402T	F 5 LB. FIRE EXT		85.0000	85.00
045	1	HS C-FP-4	F PLT,4MS,			
046	1	HS C-EB25-XTL-1P	F FACE PLATE 1 PC			
047	1	LA I	INSTALLATION		195.0000	195.00
		GRAPHICS INSTALL				
048	1	LA I	INSTALLATION		2995.0000	2995.00
049	1	P3 CF-WMBA1304C	4GB RAM		107.0000	107.00
050	1	P3 CF-3117315KM	CF-31 LAPTOP		5410.0000	5410.00
		PANASONIC : Win7 (Win10 Pro COA), Intel Core i5-5300U 2.30GHz, vPro, 13.1inch XGA Touch, 4GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, BT, Single Pass (Selectable), Insertable Smartcard, 4G LTE Multi Carrier (EM7355), GPS, Emissive Backlit Keyboard, Multi-drive, Toughbook Preferred				
051	1	P3 CF-K31HD5032	500HDD 7200RPM		162.0000	162.00
052	1	HS C-EB25-MA5-1P	F FACE PLATE 1 PC			
053	1	HS C-AP-0325	F CON, ACSY, BOX, IM		38.6400	38.64
		DOES NOT INCLUDE CA SALES TAX QUOTE IS FOR 1 UNIT TAKE TOTAL X 5 PLUS TAX FOR CT				

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TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
			RCVD. BY:	PAY TO:		\$ 20794.07

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Page 1

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001	1	SE BK20191TU16	F PB450L4 IONS		726.0000	726.00
002	1	WH SA315P	F SIREN SPEAKER		205.0000	205.00
003	1	WH SAK51	F SPEAKER BRACKET		28.0000	28.00
004	1	WH IWSRRBB	F LIBERTY II		1650.0000	1650.00
005	1	WH STPKT83	F STRAP KIT			
006	1	WH VTX609R	F VERTEX RED		78.0000	78.00
007	1	WH VTX609B	F VERTEX BLUE		78.0000	78.00
008	1	WH IONR	F ION LED RED		126.0000	126.00
009	1	WH IONB	F ION LED BLUE		126.0000	126.00
010	2	WH IONGROM	F ION GROMMET MNT		5.0100	10.02
011	1	WH CCSRNTA3	F CENCOM SAFETHIRE		625.0000	625.00
012	1	SE GK11191B1SSSCA	GUN RACK 1B1S		729.0000	729.00
013	1	HS C-VS-1400-INUT	CON,14",UTILITY		231.0000	231.00
014	1	HS C-EB15-HLN-1P	F FACE PLATE 1 PC			
015	1	HS C-EB40-CCS-1P	F FACE PLATE 1 PC			
016	1	HS C-FP-2	F PLT,2MS,			
017	1	HS C-FP-1	F PLT,1MS,			
018	1	HS C-SM-800	F CON,SM,8TMS,ODG		109.2100	109.21
019	1	HS C-CUP2-1	F CON,ACSY,CUPHLD		35.2800	35.28
020	2	MM MMSU-1	F MAGNETIC MIC KT		28.5000	57.00
021	1	A2 14.0553	F 3 ACC P/S		25.3200	25.32
022	1	HS C-HDM-153	FLOOR MOUNT		91.5600	91.56
023	1	HS C-HDM-202	F POLE,TELE,HDM,8		133.5600	133.56
024	1	HS C-HDM-401	F SUPPORT BRACE		54.6000	54.60
025	1	CL 4101	F DOCK MASTER		190.0000	190.00
026	1	RD NMO-K-DS	F COAX CABLE		18.5000	18.50
027	1	RD TRAB8063	PHANTOM LOW PRO		41.0000	41.00
028	1	SL 25007	F SL20XP W/DC		99.6600	99.66
029	1	MS DECALS	DECALS		385.0000	385.00
030	1	HS DS-PAN-111-1	F CF31 DOCK SCL		745.0000	745.00
Part Ordered: ## DSPAN111-1						
031	1	HS LPS-104	F CF31 POWER SPLY		171.8600	171.86
032	1	RD AP-GPS30-W-S2-9	GPS ONLY ANT		75.0000	75.00
033	1	PP 03-0211	UTIL HRNS FRONT		595.0000	595.00
034	1	HS C-ARM-101	F ARM REST		65.9600	65.96
035	1	SE PK0715ITU12TMSCA	F 8VS RP 75/25		699.0000	699.00
036	1	SE QK0634ITU12	F CONTOUR SEAT		639.2000	639.20
037	1	SE WK0514ITU12	F WINDOW GUARDS		167.2000	167.20
038	1	SE PK0316ITU122ND	F 12VS LEXAN PART		351.2000	351.20

TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
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002	1	WH SA315P	F SIREN SPEAKER		205.0000	205.00
003	1	WH SAK51	F SPEAKER BRACKET		28.0000	28.00
004	1	WH IWGRBB	F LIBERTY II		1650.0000	1650.00
005	1	WH STPKT83	F STRAP KIT			
006	1	WH VTX609R	F VERTEX RED		78.0000	78.00
007	1	WH VTX609B	F VERTEX BLUE		78.0000	78.00
008	1	WH IONR	F ION LED RED		126.0000	126.00
009	1	WH IONB	F ION LED BLUE		126.0000	126.00
010	2	WH IONGROM	F ION GROMMET MNT		5.0100	10.02
011	1	WH CCSRNTA3	F CENCOM SAFFHIRE		625.0000	625.00
012	1	HS C-VS-1400-INUT	F CON, 14", UTILITY		231.0000	231.00
013	1	HS C-EB15-HLN-1P	F FACE PLATE 1 PC			
Part Ordered: ## C-EB-15-HLN-1P			F FACE PLATE 1 PC			
014	1	HS C-EB40-CCS-1P	F PLT, 2MS,			
015	1	HS C-FP-2	F PLT, 1MS,			
016	1	HS C-FP-1	F CON, SM, 8TMS, ODG		109.2100	109.21
017	1	HS C-SM-800	F CON, ACSY, CUPHLD		35.2800	35.28
018	1	HS C-CUP2-1	F MAGNETIC MIC KT		28.5000	57.00
019	2	MM MMSU-1	F ARM REST		65.9600	65.96
020	1	HS C-ARM-101	F 3 ACC P/S		25.3200	25.32
021	1	A2 14.0553	F COAX CABLE		18.5000	18.50
022	1	RD NMO-K-DS	PHANTOM LOW PRO		41.0000	41.00
023	1	RD TRAB8063	F SL20XP W/DC		99.6600	99.66
024	1	SL 25007	DECALS		475.0000	475.00
025	1	MS DECALS	F FREESTAND MOUNT		135.2000	135.20
026	1	SE GT10021TU12	F GUN RACK 1B1S		729.0000	729.00
027	1	SE GK11191B1SSCA	F CF31 DOCK SGL		745.0000	745.00
028	1	HS DS-PAN-111-1	F CF31 POWER SPLY		171.8600	171.86
029	1	HS LPS-104	GPS ONLY ANT		75.0000	75.00
030	1	RD AP-GPS30-W-82-9	UTIL HRNS FRONT		595.0000	595.00
031	1	PP 03-0211	FLOOR MOUNT		91.5600	91.56
032	1	HS C-HDM-153	Part Ordered: ## CHDM-153			
033	1	HS C-HDM-202	F POLE TELE, HDM, 8		133.5600	133.56
034	1	HS C-HDM-401	F SUPPORT BRACE		54.6000	54.60
035	1	CL 4101	F DOCK MASTER		190.0000	190.00
036	1	SE TK04761TU12	F CARGO DECK&TRAY		412.0000	412.00
037	1	SE TK02411TU12	CARGO BOX		959.2000	959.20
038	1	SE TPA9289	F LOWER RADIO TRY		285.6000	285.60

TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
-------------	------------	------------	---------	----------	-------	-----

WWW.LEHRAUTO.COM

SALES@LEHRAUTO.COM

RCVD.
 BY: _____

PRINTED
 AGAINST

\$

CONTINUED



4707 Northgate Blvd.
Sacramento, CA 95834
Parts Dept. 916-646-6626
Service Dept 916-646-6636
Fax 916-646-6656

**** QUOTATION ****
***** DUPLICATE *****
Ord # 01 72394
P/O # NATL SUPR X1

Page 2

NET 30 DAYS

INSTALLED

Br Acct
00 15075

TAMMY

FOLSOM LAKE FORD
12755 FOLSOM BLVD
FOLSOM CA 95630

FOLSOM LAKE FORD
12755 FOLSOM BLVD
FOLSOM CA 95630

MM HO

9/18/17

18:07:54

Expires

11/21/2017

Lin	Qty	Part Number	S Description	Wt. Each	Net	Value
RADIO - CENCOM - ELETRONICS TO MOUNT INTO LOWER 3 TRAY						
039	1	SE WK0040ITU12	F REAR WINDOW SET		268.0000	268.00
040	1	SE BK0316ITU122ND	F 12VS LEXAN PART		351.2000	351.20
041	1	MS B402T	F 5 LB. FIRE EXT		85.0000	85.00
042	1	HS C-FP-4	F PLT,4MS,			
043	1	HS C-EB25-XTL-1P	F FACE PLATE 1 PC			
044	1	HS C-MD-119	F 11" SLIDE ARM		264.5000	264.50
045	1	LA I	INSTALLATION		195.0000	195.00
GRAPHICS/DECAL INSTALLATION						
046	1	LA I	INSTALLATION		2850.0000	2850.00
047	1	P3 CF-WMBAL304G	4GB RAM		107.0000	107.00
048	1	P3 CF-3117315KM	CF-31 LAPTOP		5410.0000	5410.00
PANASONIC : Win7 (Win10 Pro COA), Intel Core i5-5300U 2.30GHz, vPro, 13.1inch XGA Touch, 4GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, BT, Single Pass (Selectable), Insertable Smartcard, 4G LTE Multi Carrier (EM7355), GPS, Emissive Backlit Keyboard, Multi-drive, Toughbook Preferred						
049	1	P3 CF-K31HD5032	500HDD 7200RPM		162.0000	162.00
050	1	SE BK2019ITU16	F PB450L4 IONS		726.0000	726.00
051	1	HS C-EB25-MA5-1P	F FACE PLATE 1 PC			
052	1	HS C-AP-0325	CON, ACSY, BOX, IM		38.6400	38.64
053	1	LE PKILLMAC	F SIREN PARK KILL		42.0000	42.00
DOES NOT INCLUDE CA SALES TAX QUOTE IS FOR 1 UNIT						

54	19160.87		250.00			
TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
RCVD. BY: _____						\$ 19410.87

WWW.LEHRAUTO.COM

SALES@LEHRAUTO.COM

QUOTE TO: National City Police - Jeff Etzler

PREPARED BY: Andy Grimm 858-860-3660

agrimm@daywireless.com

**MOTOROLA SOLUTIONS**

DATE: 14-Aug-17

Quote Valid through December 31, 2017

Quote # QU0000412401AG

*Line #	Qty	Part Number	Item Description	List Price	Unit Discounted Price	Total Extended Discount Price
APX6500 Mobile Radio Single O5 Head						
1		M25URS9PW1AN	APX6500 7/800 MHZ MOBILE RADIO	\$2,438.00	\$1,523.75	
1a		W22BA	ADD: PALM MICROPHONE	\$72.00	\$45.00	
1b		G806BE	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	\$321.88	
1c		G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$270.00	
1d		G67BC	ADD: REMOTE MOUNT MID POWER	\$297.00	\$185.63	
1e		G444AE	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	
1f		G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$0.00	
1g		G81AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$750.00	
1h		G335AW	ADD: ANT 1/4 WAVE 762-870 MHZ	\$14.00	\$8.75	
1i		B18CR	ADD: AUXILIARY SPKR 7.5 WATT	\$60.00	\$37.50	
1j		GA00580AA	ADD: TEMA OPERATION (P25 PHASE 2)	\$450.00	\$281.25	
1k		GA00235AA	ADD: NO GPS ANTENNA NEEDED	\$0.00	\$0.00	
1l		G996AS	ADD: OVER THE AIR PROGRAMMING (OTAP)	\$100.00	\$62.50	
1m		W399BF	ADD: 8 MODE DEK BOX	\$180.00	\$112.50	
6			TOTAL APX6500 MOBILE SINGLE O5 HEAD	\$6,058.00	\$3,598.76	\$21,592.56
					Total Equipment:	\$21,592.56
					8.75 % tax on Equipment	\$1,889.35
					Total Equipment and Tax	\$23,481.91
2	6	G24AX	3 Year Warranty Service from the Start	\$131.00	\$0.00	\$0.00
3	1	INSTALLATION	Install new mobile radios in 6 new police vehicles onsite		\$4,248.00	\$4,248.00
					Order Total (Equipment, Tax, Warranty):	\$27,729.91

Discounted Pricing from San Diego County RCS Contract # 553982. Shipping is included at No Charge. PO's must be made out to Motorola Solutions, INC (not Day Wireless).



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
CONTRACT USER INSTRUCTIONS
MANDATORY

CONTRACT NUMBER:	1-15-23-14A, Supplement 1
DESCRIPTION:	Law Enforcement, Police Pursuit Sedans
CONTRACTOR(S):	Elk Grove Auto Group
CONTRACT TERM:	9/3/2015 through 6/29/2018
STATE CONTRACT ADMINISTRATOR:	Rudolph Jimenez (916) 375-4390 Rudolph.Jimenez@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Original Signature on File

Rudolph Jimenez, Contract Administrator

3/29/2017

Date: _____

Contract Mandatory 1-15-23-14A, Supplement 1
Contract User Instructions

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
1	Subject contract for Law Enforcement, Police Pursuit Sedans is modified to reflect the following changes: • Contract expiration date has been extended to 6/29/2018.	3/29/2017



Motorola High Tiered Public Safety Radios for First Responders

Limited Distribution

Motorola Solutions controls who and how their Public Safety radios can be sold. They do this to limit the access of these radios getting in the hands of people who don't have an authorized need. These radios are capable of many advanced features including digital encryption and are mostly used by Police, Fire, Military and other Government Law Enforcement Agencies.

These high Tiered P25 Handheld and Vehicle Radios are the APX Series and the former XTS and XTL Series. The only way to purchase these radios is Directly from Motorola and/or your Motorola assigned Motorola Manufacturer's Representative (MR). Day Wireless Systems is the Motorola assigned MR for the City of National City. This means your MR is representing Motorola and quoting you directly as Motorola using their Discounted Pricing Contracts. All Purchase Orders are to be made out to Motorola Solutions, Inc. You are not purchasing anything from Day Wireless Systems (who is also a Motorola Dealer, Reseller and Service Center).

Motorola Two-Way Radio Dealers & Resellers mostly sell lower tiered commercial, professional and business radios to vertical markets such as education, manufacturing, hospitality, etc... The High Tiered Public Safety radios like the APX6000 are not available for Dealers to purchase and Resell. These APX radios are not listed in their Dealer Price Book from Motorola. If a Motorola Radio Dealer & Reseller wanted to sell an APX Public Safety Radio they would have to submit an Above Price Book (APB) Request to Motorola. The Dealer has to list who the end user of the radio is. Motorola will deny this APB request for any Public Safety Account (City or Agency) that already has an assigned MR and Motorola Direct Sales Rep managing that account. For Example any Motorola Radio Dealer who requested to get APB pricing to buy and sell an APX radio to the City of National City would be denied. You are not able to get 3 quotes for these High Tiered Above Price Book Radios.

Above Price Book pricing for a Radio dealer is always 20% off List Price from Motorola. So their cost to buy the APX radio from Motorola is 20% off list price. The Motorola Direct/MR RCS Contract Price to the City of National City is discounted from 28% to 33% off List Price. Even if Motorola did approve an APB request for a Dealer, they would not be able to compete with the RCS Contract price.

This Controlled Distribution provides the customer with the best pricing and aligns them with a MR that can be their trusted advisor to help them budget and make the best decisions for the long term.

Andy Grimm

Motorola Manufacturer's Representative – Public Safety Markets



COUNTY OF SAN DIEGO - DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 553982 AMENDMENT NO. 1

To Motorola Solutions, Inc. Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: County of San Diego Regional Communications System (RCS) Replacement

Effective Date: Date Signed by the County of San Diego Department of Purchasing and Contracting

Description of Contract Change(s):

1. Exhibit C Attachment 1 is modified to add the following payment terms:

For Catalog purchases that include implementation services, Payment Milestones shall be as follows unless otherwise agreed to by both parties:

- | | |
|--|----------------------|
| a. Completion of Detailed Design Review | 10% of project price |
| b. Receipt of Equipment at Customer Location | 50% of project price |
| c. Completion of Equipment Installation | 20% of project price |
| d. Final Acceptance | 20% of project price |

2. Exhibit C Contract Execution Summary Page: System Upgrade Assurance Program Ten (10) Years (SUA II Years 4-13) price is corrected to be \$10,438,301.79

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the date first set forth above.

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposed change is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified herein.

THIS AMENDMENT IS NOT VALID UNLESS SIGNED BY
THE DEPARTMENT OF PURCHASING AND
CONTRACTING

Department Review and Recommended Approval

Contract time for completion remains unchanged.

There is no change to Contract price.

By: Howard Chercoe
Howard Chercoe, MSSSI Vice President

By: Susan M. Willy
Susan M. Willy, Wireless Services Division Manager
Sheriff's Department

Date: 17 Sept 2016

Date: 9-8-16

APPROVED:

By: John M. Pellegrino For
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting
Date: 9/8/16

MARK W. ANTHONY
MWA Approved

**COUNTY OF SAN DIEGO - DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 550743 AMENDMENT NO. 48**

To Motorola Solutions, Inc. Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: Regional Communications system (RCS) Motorola Services and Equipment

Effective Date: Date Signed by the County of San Diego Department of Purchasing and Contracting

Description of Contract Change(s) and/or Work To Be Done:

1. Modify Section 3, Term of Agreement and Completion of Work. The contract expiration date is changed to December 31, 2020.

2. Modify Section 6, Notices as follows:

County: COUNTY OF SAN DIEGO
Sue Willy, Manager
Sheriff's Wireless Services Division
5595 Overland Avenue, Suite 101
San Diego, CA 92123
(858) 695 3953
susan.willy@sdsheriff.org

Motorola: MOTOROLA SOLUTIONS, INC.
Ken Nordholm, Senior Account Manager
10680 Treana Street, Suite 200
San Diego, CA 92131
(858) 488 4440
ken.nordholm@motorolasolutions.com

3. Due to administrative controls, change the contract number from 550743 to 552544.

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the date first set forth above.

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposed change is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified herein.

Revised contract time for completion is December 31, 2020.

By: [Signature]
Travis Rottcher, MSSSI, Vice President

Date: 11/17/2015

MARK W. ANTHONY
Approved MWR

**THIS AMENDMENT IS NOT VALID UNLESS SIGNED BY
THE DEPARTMENT OF PURCHASING AND
CONTRACTING**

Department Review and Recommended Approval:

By: [Signature]
Susan M. Willy, Manager Wireless Services Division,
Sheriff's Department

Date: 11/18/15

APPROVED:

By: [Signature]
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date: 11/19/15

COUNTY OF SAN DIEGO - DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 548289 UNILATERAL AMENDMENT NO. 47

To Motorola Solutions, Inc.: Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: Regional Communications System (RCS) Motorola Services and Equipment
Effective Date: Date signed by County of San Diego, Department of Purchasing and Contracting

Description of Contract Change(s) and/or Work To Be Done:

1. Due to administrative internal controls, change the contract number from 548289 to 550743.

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, the County has executed this Amendment effective as of the date first set forth above.

APPROVED:

By:


JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date:

3/16/15

COUNTY OF SAN DIEGO – DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 544679 UNILATERAL AMENDMENT NO. 46

To: Motorola Solutions, Inc. Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: **Regional Communications System (RCS)** Effective Date: **May 01, 2014**
Motorola Services and Equipment

Description of Contract Change(s) and/or Work To Be Done:

1. Due to administrative internal controls, change the contract number from 544679 to 548289.

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, the County has executed this Amendment effective as of the date first set forth above.

APPROVED:

By: 

JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date: 4/24/14

COUNTY OF SAN DIEGO – DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 541947 UNILATERAL AMENDMENT NO. 43

To: Motorola Solutions, Inc. Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: Regional Communications System (RCS) Motorola Services and Equipment
Effective Date: May 02, 2013

Description of Contract Change(s) and/or Work To Be Done:

1. Due to administrative internal controls, change the contract number from 541947 to 544679.

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, the County has executed this Amendment effective as of the date first set forth above.

APPROVED:

[Signature]

For: JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date: 5/2/13

COUNTY OF SAN DIEGO - DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 43095 UNILATERAL AMENDMENT NO. 36

To Motorola, Inc.: Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: Regional Communications Systems (RCS) Motorola Services and Equipment
Effective Date: July 9, 2012

Description of Contract Change(s) and/or Work To Be Done:

1. Due to new fiscal year and contractor name change to Motorola Solutions, Inc., change the contract number from 43095 to 541947.

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, the County has executed this Amendment effective as of the date first set forth above.

APPROVED:

By: Winston F. McColl
WINSTON F. MCCOLL, Director
Department of Purchasing and Contracting

Date: 07-09-12

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: 1) accepting the work performed by C.S. Legacy, Inc. for the Paradise Creek Educational Park Project, CIP No. 16-08; 2) approving the final contract amount of \$645,854.89; 3) ratifying the relea

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 7, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City: 1) accepting the work performed by C.S. Legacy, Inc. for the Paradise Creek Educational Park Project, CIP No. 16-08; 2) approving the final contract amount of \$645,854.89; 3) ratifying the release of retention in the amount of \$31,233.49; and 4) authorizing the Mayor to sign the Notice of Completion for the project.

PREPARED BY: Carla Hutchinson, Junior Engineer - Civil

PHONE: 619-336-4388

DEPARTMENT: Engineering & Public Works

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution accepting the work performed by C.S. Legacy, Inc. for the Paradise Creek Educational Park Project, CIP No. 16-08 and approving the final contract amount of \$645,854.89.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Notice of Completion
3. Final Contract Balance Report
4. Resolution

EXPLANATION

The Paradise Creek Educational Park Project, CIP No. 16-08, included the removal of approximately 13,600 square feet of impervious pavement to install an educational native plant walk with interpretive signage, a community garden, new pathways and walking trails, a bio-retention basin to treat off-site run-off, and park furnishings.

On July 20, 2016, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On July 22, 2016 and July 29, 2016, the bid solicitation was advertised in local newspapers.

On August 22, 2016, six (6) bids were received electronically on PlanetBids by the 10:00 a.m. deadline. Bid results were available immediately after the 10:00 a.m. deadline. Fordyce Construction, Inc. was the apparent lowest bidder with a total base bid plus additive bid amount of \$756,976.50. Upon review of all documents submitted, Fordyce Construction, Inc.'s bid was deemed "non-responsive" due to bid irregularities.

C.S. Legacy Construction, Inc. was the second lowest bidder with a total base bid plus additive bid amount of \$777,288.00. Upon review of all documents submitted C.S. Legacy Construction, Inc.'s bid was deemed responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

On September 20, 2016, the City Council adopted Resolution No. 2016-147 awarding the contract to C.S. Legacy, Inc. in the amount of \$612,243.00 to C.S. Legacy, Inc. and authorized a 15% contingency in the amount of \$91,836.45 for any unforeseen changes.

The Notice to Proceed with construction was issued on November 1, 2016, with a construction start date of November 2, 2016.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attached). The change orders increased the contract by \$54,796.89, and line item adjustments decreased the contract by \$21,185.00, for a net increase of \$33,611.89 to the contract. This resulted in a 5.5% contract increase for a final contract balance of \$645,854.89.

As a result of satisfactory completion of the project, staff recommends that City Council: 1) accept the work of C.S. Legacy, Inc. for the Paradise Creek Educational Park Project, CIP No. 16-08; 2) approve the final contract amount of \$645,854.89; 3) ratify the release of retention in the amount of \$31,233.49; and 4) authorize the Mayor to sign the Notice of Completion for the project.

The Notice of Completion will be filed with the San Diego County Recorder's Office.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on August 25, 2017 of the:
Paradise Creek Educational Park, CIP No. 16-08

Work of improvement or portion of work of improvement under construction or alteration.

Located from 19th Street & Coolidge Avenue to 18th Street & Hoover Avenue in National City, CA
91950

Street Address

City

State

Zip Code

The undersigned owns the following interest or estate in said property:

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with

C.S. Legacy Construction Inc.

Name of Original Contractor

The following work and material were supplied:

Labor provided: general labor. Materials: concrete, asphalt, landscaping, fencing, irrigation supplies.

Equipment: paving equipment.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: August 25, 2017;

Signature of Owner

City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 25, 2017 at, National City, California.

Signature: _____

RON MORRISON, MAYOR

Noc09-03



FINAL CONTRACT BALANCE

DATE: 09/27/17

PROJECT: PARADISE CREEK EDUCATIONAL PARK
FY 16-17
CIP No. 16-08

TO:

ORIGINAL CONTRACT AMOUNT:	\$ 612,243.00
START DATE:	November 17, 2016
COMPLETION DATE:	August 24, 2017
ORIGINAL CONTRACT LENGTH:	100 Working Days
EXTENTION OF WORK DAYS:	93 Working Days
TOTAL CONTRACT TIME:	193 Working Days

DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1 The City requested proposals for additional Landscaping, Salvage of Overlook. This Change Order total amount was \$ **2,838.14**.

Change Order # 2 The City requested proposals for additional Concrete Slab and DG. This Change Order total amount was \$ **16,872.52**.

Change Order #3 The City requested proposals for additional shed, trex deck, fencing, gate, railings, and stairs. This Change Order total amount was \$ **30,739.84**.

Change Order #4 The City requested proposals for a construction entrance to the park phase 2 site for sewer tank pump out. This Change Order total amount was \$ **3,518.64**.

Changer Order #5 Per the City's request, the trail along the creek extending to 22nd Street will not be constructed. This change order reduces the quantities of bender board from 2447 LF to 353 LF and stabilized decomposed granite by 70 tons. However, a quantity in the bid schedule was mis-stated by 23 tons of stabilized DG. Item 22 included 100 tons, item 23 included 25 tons and there was 23 tons missing from the garden area. A total of 148 tons should have been included in the bid schedule. Therefore, the new adjusted line items for stabilized DG is 148 tons minus 70 tons equaling 78 tons to be paid. In addition, the contractor was not able to procure some plant materials in the sizes called for in the plans. A cost credit was accepted for smaller plants. This Change Order credit was \$ **20,357.25**.

FINAL CONTRACT BALANCE

PARADISE CREEK EDUCATIONAL PARK

CIP No. 16-08

All Change Orders listed above increased the total contract amount **\$ 645,854.89.**

There were numerous line item adjustments per the attached **FINAL BILLING STATEMENT** that resulted in a total deduction of **\$ 21,185.00.**

CONTRACT ADJUSTMENT:

As a result of the above change orders and line item adjustments, the contract price is adjusted as follows:

1. The final contract price is adjusted to **\$ 645,854.89.**
2. As a result of the satisfactory completion of said project, a retention amount of **\$ 31,233.49** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. **C.S. Legacy Construction Inc.** will not be entitled to damages or additional payment for delays as described in the 2015 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: 1) accepting the work performed by Palm Engineering Construction Company, Inc. for the Division Street Traffic Calming Project, CIP No. 16-09; 2) approving the final contract amount of \$932,630.


**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 7, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City: 1) accepting the work performed by Palm Engineering Construction Company, Inc. for the Division Street Traffic Calming Project, CIP No. 16-09; 2) approving the final contract amount of \$932,630.62; 3) authorizing the release of retention in the amount of \$41,891.53; and 4) authorizing the Mayor to sign the Notice of Completion for the project.

PREPARED BY: Jose Lopez, Assistant Engineer - Civil 

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4312

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution accepting the work performed by Palm Engineering Construction Company, Inc. for the Division Street Traffic Calming Project, CIP No. 16-09 and approving the final contract amount of \$932,630.62.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Notice of Completion
3. Final Contract Balance Report
4. Resolution

EXPLANATION

The general scope of work for the Division Street Traffic Calming Project, CIP No. 16-09, included traffic calming, pedestrian, bicycle and Safe Routes to School enhancements on Division Street between Highland Avenue and Euclid Avenue. Improvements included high intensity signing and striping; pedestrian curb ramps for ADA compliance; new buffered bike lanes with signage; and traffic calming measures such as a "road diet" converting four travel lanes to three travel lanes (two westbound and one eastbound) with a two-way left-turn center lane, buffered bike lanes and on-street parking.

On November 1, 2016, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On November 3, 2016 and November 10, 2016, the bid solicitation was advertised in local newspapers.

On November 22, 2016, four (4) bids were received electronically on PlanetBids by the 1:00 p.m. deadline. Bid results were available immediately after the 1:00 p.m. deadline. Palm Engineering Construction Company, Inc. was the apparent lowest bidder with a total bid amount of \$1,087,146.24 as the basis of award. Upon review of all documents submitted, Palm Engineering Construction Company, Inc.'s bid was deemed responsive, and they were the lowest responsible bidder qualified to perform the work as described in the project specifications.

On December 20, 2016, the City Council adopted Resolution No. 2016-207 awarding the contract to Palm Engineering Construction Company, Inc. in the not-to-exceed amount of \$983,756.49 which included a Base Bid amount of \$926,993.49, and Alternate Bid 'B' – REAS Type II Slurry amount of \$56,763.00 and authorized a 15% contingency in the amount of \$147,563.47 for any unforeseen changes.

The Notice to Proceed with construction was issued on March 8, 2017, with a construction start date of March 13, 2017.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attached). The change orders decreased the contract by \$26,118.42, and line item adjustments decreased the contract by \$20,267.45. The City will withhold an additional \$4,740.00 from the final retention payment as a result of overtime inspection back charges as allowed per Section 2-11 of the project specifications, for a net decrease of \$51,125.87 to the contract. This results in a 9.5% contract decrease for a final contract balance of \$932,630.62.

As a result of satisfactory completion of the project, staff recommends that City Council: 1) accept the work of Palm Engineering Construction Company, Inc. for the Division Street Traffic Calming Project, CIP No. 16-09; 2) approve the final contract amount of \$932,630.62; 3) authorize the release of retention in the amount of \$ 41,891.53; and 4) authorize the Mayor to sign the Notice of Completion for the project.

The Notice of Completion will be filed with the San Diego County Recorder's Office.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on September 20, 2017 of the Division Street Traffic Calming Project, CIP No. 16-09

Work of improvement or portion of work of improvement under construction or alteration.

Along Division Street between Highland Avenue and Euclid Avenue in National City, CA 91950

Street Address

City

State

Zip Code

The undersigned owns the following interest or estate in said property: _____

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with
Palm Engineering Construction Company, Inc.

Name of Original Contractor

The following work and material were supplied: Labor provided: general laborer. Materials: concrete, asphalt, and signing and striping. Equipment: demolition, grading, paving and excavation equipment.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: September 20, 2017;

Signature of Owner

City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 20, 2017 at, National City, California.

Signature: _____

RON MORRISON, MAYOR

Noc 16-09



FINAL CONTRACT BALANCE

DATE: October 16, 2017

PROJECT: Division Street Traffic Calming Project
FY 16-17
CIP No. 16-09

TO: Palm Engineering Construction Company, Inc.
7330 Opportunity Rd. #J
San Diego, CA 92111

ORIGINAL CONTRACT AMOUNT:	\$983,756.49
START DATE:	March 15, 2017
COMPLETION DATE:	September 19, 2017
ORIGINAL CONTRACT LENGTH:	80 Working Days
EXTENSION OF WORK DAYS:	15 Working Days
WORKING DAYS SUSPENDED:	37 Working Days
TOTAL CONTRACT TIME:	132 Working Days

DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1 directed the contractor to delete contract bid items 30-Gravity Wall, 31-Bus Pads, and 32-Bus Pad Concrete Treated Base. MTS notified National City of the deletion of the bus route along Division Street. Therefore, the bus pad locations shall be deleted from the contract work. This work deleted contract unit prices. This Change Order total amount was **\$ -66,440.00.**

Change Order #2 directed the contractor to add 4 additional ADA ramps per the contract bid items as follows: Add three additional Type A ramps at the contract unit price of \$3,000.00 each, delete one Type B ramp at a contract unit price of \$3,000.00 each, add one additional Type C ramps at an agreed to price of \$6,000 due to additional removal limits and expanded scope, and add one additional Type D ramp at the contract unit price of \$2,200.00 each. All work was performed and adjusted per the contract unit prices agreed to in the bid proposal or the agreed to price. This Change Order total amount was **\$14,200.00.**

Change Order #3 directed the contractor to grind out, the area designated by the construction inspector in the field, (5417 SF +/-) existing asphalt to a depth of 3" and repave. The area shall be ground smooth,

FINAL CONTRACT BALANCE

Division Street Traffic Calming Project

CIP No. 16-09

cleaned and swept as needed, tacked and repaved and includes all necessary resourced needed to complete the work including traffic control. This work was performed at an agreed upon price. This Change Order total amount was **\$ 21,293.98.**

Change Order #4 directed the contractor to perform additional striping due to a diesel spill from an unknown source. In addition, the City directed the contractor to add eight thermoplastic type IV arrows, eight additional roadway signs and one mast arm sign at various locations throughout the project sight. All work was performed at the agreed price listed below. This Change Order total amount was **\$4,827.60.**

All Change Orders listed above decreased the total contract amount by **\$26,118.42.**

Numerous line item adjustments decreased the total contract amount by **\$ 20,267.45.**

CONTRACT ADJUSTMENT:

****The City will withhold an additional \$ 4,740.00 from the final retention payment as a result of overtime inspection back charges as allowed per Section 2-11 of the project specifications. The city back-charged Palm for 30 hours of inspection at the rate of \$158 per hour per the itemization prepared by ICCS.**

As a result of the above change orders and line item adjustments, the contract price is adjusted as follows:

1. The contract price with change order adjustments is adjusted to **\$ 937,370.62** less the amount for the inspection overtime withholding, reducing the final contract amount to **\$ 932,630.62.**
2. As a result of the satisfactory completion of said project, a retention amount of \$ 46,631.53 less the inspection overtime withholding charge of \$ 4,740.00, resulting in a final retention amount of **\$ 41,891.53** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Palm Engineering Construction Company, Inc. will not be entitled to damages or additional payment for delays as described in the 2012 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute a two-year Agreement with Chen Ryan Associates, Inc. for a not-to-exceed amount of \$1,000,000 to provide on-call project support services for National Citys C

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 7, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute a two-year Agreement with Chen Ryan Associates, Inc. for a not-to-exceed amount of \$1,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, civil engineering; traffic engineering; transportation, bicycle, pedestrian, and safe routes to school planning; grants management; and, geographic information system; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

PREPARED BY: Stephen Manganiello

PHONE: 619-336-4382

DEPARTMENT: Engineering/Public Works

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Funds are appropriated in various CIP accounts for FY 2018; funding for subsequent fiscal years is dependent on future CIP appropriations as part of annual budget and/or future grant awards.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution executing an Agreement with Chen Ryan Associates, Inc. for a not-to-exceed amount of \$1,000,000 to provide on-call project support services for National City's CIP.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years. Approximately \$67 million (or 84%) is available through traditional funding sources and existing grant awards. The City will need to explore alternative funding options and continue to aggressively pursue competitive grant opportunities to fund the remaining, approximately \$13 million in capital needs. Projects include, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; park amenities; and energy efficiency upgrades to City-owned buildings.

In order to successfully design, manage and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services on February 2, 2017. Additional services requested via the RFQ include, for example, plan and map reviews, preparation of plan and legal descriptions, sewer system management and financial administration, and environmental compliance involving storm water, wastewater and hazardous materials. The RFQ was advertised on the City's website, published in the San Diego Union Tribune, and e-mailed to over 100 professional consulting firms. The Department received 51 Statement of Qualifications (SOQs) from various firms by the March 6, 2017 deadline. Copies of the SOQs received are available in the Office of the City Engineer.

Based on the strength of their SOQ, interview and past performance, staff recommends executing a two-year Agreement (with the option to extend for one additional year) with Chen Ryan Associates, Inc. for a not-to-exceed amount of \$1,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, civil engineering; traffic engineering; transportation, bicycle, pedestrian, and safe routes to school planning; grants management; and, geographic information system. See Exhibit "A" for general scope of work and Exhibit "B" for schedule of fees (to remain fixed throughout the term of the Agreement). Services will be provided "as-needed" based on available funding and capital priorities.

In addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. These supplemental agreements would reference the terms and conditions of the attached master on-call Agreement, while incorporating additional project-specific grant requirements for use of consultant support services. Authorization to accept and appropriate grant funds, and execute grant agreements with the awarding agency (e.g. Caltrans, SANDAG, etc.) would still require separate City Council action.

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
CHEN RYAN ASSOCIATES, INC.**

THIS AGREEMENT is entered into on this 7th day of November, 2017, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and CHEN RYAN ASSOCIATES, INC., a corporation (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide on-call project support services for National City's Capital Improvement Program (CIP).

WHEREAS, on February 2, 2017, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's CIP;

WHEREAS, on March 6, 2017, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ;

WHEREAS, the CITY has determined that the CONSULTANT is a traffic engineering firm; and

WHEREAS, based on evaluation of the CONSULTANT'S SOQ and interview, the CITY has determined that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide on-call project support services for National City's Capital Improvement Program (CIP), and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on November 7, 2017. The duration of this Agreement is for the period of November 7, 2017 through November 6, 2019. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to: civil engineering; traffic engineering; transportation, bicycle, pedestrian, and safe routes to school planning; grants management; and, geographic information system.

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services in Exhibit "A". Task order proposals shall include a detailed scope of work, schedule of deliverables and "not-to-exceed" cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time and materials basis, consistent with the detailed scope of work and within the limits of the "not-to-exceed" cost estimate.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Stephen Manganiello, Director of Public Works/City Engineer, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Matt Capuzzi, P.E., thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$1,000,000. The compensation for the CONSULTANT'S work shall not exceed the rates set forth in Exhibit "B". The CITY will not accept CONSULTANT "mark-ups" for services provided by SUBCONSULTANTS. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with the general scope of services in Exhibit "A", and the detailed scope of work and schedule of deliverables provided for individual task orders, as determined by the Project Coordinator.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of

performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall become the property of the CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem

necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any

reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S negligent performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. ☒ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30)

days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be "City of National City, c/o Risk Manager, 1243 National City Boulevard, National City, CA 91950-4397.

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the

CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Stephen Manganiello
Director of Public Works/City Engineer
Engineering & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:

Matt Capuzi, P.E.
Project Manager
Chen Ryan Associates, Inc.
3900 Fifth Avenue, Suite 210
San Diego, CA 92103

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. CONFLICT OF INTEREST AND POLITICAL REFORM ACT

OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 21 by the CONSULTANT.

22. PREVAILING WAGES. State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. MISCELLANEOUS PROVISIONS.

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date

shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party

has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

**KIMLEY-HORN AND
ASSOCIATES, INC.**

By: _____
Ron Morrison, Mayor

By: _____
Monique Chen, PE
President

APPROVED AS TO FORM:
Angil P. Morris-Jones
City Attorney

By: _____
Matt Capuzzi, PE
Vice President

By: _____
Roberto M. Contreras
Deputy City Attorney

EXHIBIT "A"

Statement of Qualifications to Provide On-Call Project Support Services for National City's CIP Traffic Engineering, Transportation Planning, Graphic Information System



March 6, 2017

Mr. Stephen Manganiello
Director of Public Works/City Engineer
City of National City
Department of Engineering & Public Works
1243 National City Boulevard
National City, CA 91950

Re: Statement of Qualifications to Provide On-Call Project Support Services for National City's Capital Improvement Program (CIP) - Traffic Engineering, Transportation Planning and Graphic Information System

Dear Steve:

Chen Ryan Associates, Inc. is pleased to present our Statement of Qualifications (SOQ) to provide on-call project support services for National City's Capital Improvement Program (CIP), with a focus on the following disciplines identified in the RFQ:

- Traffic Engineering
- Transportation Planning
- Graphic Information Systems (GIS)

We are confident that you will find Chen Ryan Associates to be exceptionally well qualified to assist you in the upcoming years on a range of transportation related tasks, including complete streets, bicycle and pedestrian planning and design, traffic operational analyses and simulations, parking analyses, Traffic Impact Study (TIS) preparation and review, and other traffic engineering support and advice.

Our firm has extensive experience throughout the San Diego region in multi-modal transportation studies on a wide range of projects, from bicycle and pedestrian master plans, to corridors studies and concept design, to General Plans. We can also ensure the ability to bring fresh perspectives incorporating state-of-the-art analysis tools and expertise related to mobility planning, design and multi-modal integration within the context of complete streets.

We have an unparalleled and in-depth understanding of the City's vision, goals and opportunities in its mobility planning and implementation as our key staff have assisted the City in delivering the Circulation Element Update which was adopted in June of 2011. The Update process allowed me to work very closely with you and develop a deep appreciation of both your tireless work ethic and your management style. We are excited about this particular Request for Qualifications (RFQ) for two reasons – helping the City to realize its vision of being a multi-modal transportation leader in our region through various CIP projects; and having the opportunity to work with you again.

***Statement of Qualifications to Provide On-Call Project Support Services for National City's CIP
Traffic Engineering, Transportation Planning, Graphic Information System***



For this pursuit, we have added Circulate San Diego as a subconsultant. They bring over five years of experience in community outreach, Safe Routes to School planning and education to the team. They have been active in the City's on-going Safe Routes to School Program.

I will be serving as the Contract Manager for this On-Call. I have served as the on-call contract manager providing transportation planning and traffic engineering services for the City of Vista over the past 15 plus years. During this period, I have managed numerous traffic impact studies in the City of Vista including mixed-use, municipal, parks, commercial, office uses, and residential projects. Interchange operations, speed studies, fair share cost estimations, as well as circulation element assessments have also been a part of our previous on-call efforts for the City of Vista. I am also the contract manager for providing as-needed traffic engineering services to the City of San Diego. Under this on-going contract, we have successfully delivered or currently working on numerous task orders with the City of San Diego on interesting and innovating multimodal projects.

I bring extremely strong technical skills in traffic engineering and transportation planning, specifically in traffic impact analyses, complete streets assessments, and multi-modal designs. As a project manager, I take pride in my communication abilities and I am known for being responsive and flexible. I strive to produce high quality products within prescribed timeline and budget parameters. I will be supported by highly qualified staff to ensure that we provide the City of National City with the full spectrum of transportation planning and traffic engineering services necessary over the duration of this on-call contract.

Chen Ryan Associates is a certified Disadvantaged and Small Business Enterprise (DBE/UDBE and SBE) founded in 2011. We take no exceptions to this RFQ and the requirements stated within. No addenda have been issued for this RFQ.

We appreciate the opportunity to present our qualifications and look forward to providing our services to the City of National City. Thank you.

Sincerely,

Monique Chen, PE
Principal
Chen Ryan Associates, Inc.
3900 Fifth Avenue, Suite 210
San Diego, CA 92103
Phone: 619-318-4664
Email: mchen@chenryanmobility.com



Executive Summary

Chen Ryan Associates, Inc. brings a fresh vision to transportation planning and traffic engineering in the San Diego region. We are committed to planning transportation systems and identifying mobility improvements that create and support vibrant and sustainable communities. We provide a fully multi-modal approach, building upon the multi-dimensional experiences of our staff, along with our dedication to serving the full range of client needs. We understand the quality-of-life and health benefits of integrated transportation/land use planning, smart growth and active transportation.

Our experience and capabilities in these areas allow us to take on a wide range of transportation projects, bringing strong technical expertise combined with practical experience in a variety of environments and applications. Over the past 19 years, we have consistently demonstrated success in conducting accurate analyses and evaluations, and in making the critical decisions required to move projects forward with positive resolution of key issues.

Contract Manager

Monique Chen, PE, will serve as the Contract Manager, responsible for day-to-day activities, allocation of resources, and client communications, as well as approval of all submittals. Ms. Chen possesses extremely strong technical skills in traffic engineering and transportation planning, specifically in EIR level traffic impact analyses, complete streets assessments, and multi-modal designs.

She is well received throughout the region for her quality of work and strong leadership on a number of critical projects, including the Downtown San Diego Mobility, Southeastern San Diego and Encanto Community Plan Updates, National City General Plan Update, City of Vista Traffic Engineering On-Call, and Otay Ranch Traffic Engineering On-Call.

As a project manager, Ms. Chen strives to produce high quality products on-time and on-budget. She will be supported by a group of highly qualified engineers and planners to ensure the City of National City receives all necessary services for the duration of this on-call contract.

Experience and Technical Competence

Chen Ryan Associates is interested in pursuing contracts for the Traffic Engineering, Transportation Planning, and GIS disciplines of the on-call services. Chen Ryan Associates offers specialized expertise in the following areas:

- ✦ Transportation Impact Studies
- ✦ Transportation Planning/Land Use & Smart Growth Planning
- ✦ Mobility/Circulation Element Planning
- ✦ Multi-Modal Planning and Analysis
- ✦ Bicycle/Pedestrian Planning and Design

Key Projects

- National City Traffic Engineering On-Call
- National City Safe Routes to School Planning
- City of San Diego Traffic Engineering On-Call
- Port of San Diego On-Call Consulting
- Otay Ranch On-Call Traffic Engineering
- UCSD Medical Center Parking Master Plan
- Southeastern San Diego and Encanto Community Plan Updates
- City of Vista On-Call Traffic Engineering
- Downtown San Diego Mobility Plan
- County of San Diego On-Call Traffic Engineering
- City of Los Angeles Great Streets and Vision Zero Corridor
- San Marcos On-Call Traffic Engineering
- MAG MMLOS Evaluation



- ✦ Traffic Operations and Simulation
- ✦ Traffic Engineering Design
- ✦ Transportation Systems Planning
- ✦ Active Transportation
- ✦ Safe Routes to School and Transit
- ✦ Traffic Calming
- ✦ Parking Assessments and Demand Management
- ✦ GIS Analysis and Mapping

We have extensive experience providing on-call transportation services, multi-modal and transportation planning, traffic engineering and conducting traffic impact studies in South County, as well as throughout the San Diego region.

Methods Proposed to Accomplish Work

Chen Ryan Associates has exceptional on-call experience with agencies across the San Diego region. This experience enables us to better understand and establish project approaches that work best for our clients.

Communication with City staff is an integral component of the success of our approach. We strive to develop and maintain close working partnerships with City staff, to reduce the likelihood of unexpected outcomes that could compromise project success. We work diligently to relay results to our clients at each step of the project. This commitment to communication has proven a key to our on-going success as agency partners.

We ensure the ability to bring fresh perspectives incorporating state-of-the-art tools (VISSIM, Synchro/SimTraffic, Bicycle Level of Traffic Stress, GIS-based Pedestrian Environmental Quality Evaluation and Network Analyst, Rodel and SIDRA for roundabouts, MXD smart growth trip generation, SketchUp, etc.) and expertise related to mobility planning, design and multi-modal integration within the context of complete streets.

Grant funding can significantly supplement a CIP. A variety of federal, state, regional and local grants and funding sources exist for safety improvements the expansion of walkability and bikeability, and build healthy communities. Chen Ryan Team members have been successful in assisting various agencies to



Existing Ramp Operation @ 8:00 a.m.



Proposed Concept Plan Ramp Operation @ 8:00 a.m.



obtain grant funding. In the past five years, Chen Ryan Associates staff have assisted local jurisdictions in winning over \$2M in grant funding. It is our intent to assist the City of National City with grant application preparation.

1.0 Firm Overview



Chen Ryan Associates, Inc. is a certified Disadvantaged and Small Business Enterprise (DBE and SBE) founded in 2011 and brings a fresh vision to transportation planning and traffic engineering in the San Diego region.

We are committed to planning transportation systems and identifying mobility improvements that create and support vibrant and sustainable communities. We provide a fully multi-modal approach, building upon the multi-dimensional experiences of our staff, along with our dedication to serving the full range of client needs.

We understand the quality-of-life and health benefits of integrated transportation/land use planning, smart growth and active transportation. Our experience and capabilities in these areas allow us to take on a wide range of transportation projects, bringing strong technical expertise combined with practical experience in a variety of environments and applications.

Over the past 19 years, we have consistently demonstrated success in conducting accurate analyses and evaluations, and in making the critical decisions required to move projects forward with positive resolution of key issues.



Circulate San Diego works with local governments, SANDAG, the private sector, and citizens on the health, environmental, and economic benefits to driving less. Their mission is to create excellent mobility choices and vibrant, healthy neighborhoods. Recently, Circulate San Diego's project work in San Diego region has included an extensive array of services, including Safe Routes to School Programs in San Ysidro and Southeast San Diego, Safe Routes to School Planning in National City, Santee, and Encinitas, the region's first "Safe Routes to Nature" program designed to increase usage and awareness around the Otay Valley Regional Park, innovative outreach events and digital media for the Balboa Station Area Plan, and Vision Zero initiatives, as well as pedestrian safety programs.

Contact Information

a. Firm legal name and address:

Chen Ryan Associates, Inc.
3900 Fifth Avenue, Suite 210
San Diego, CA 92103

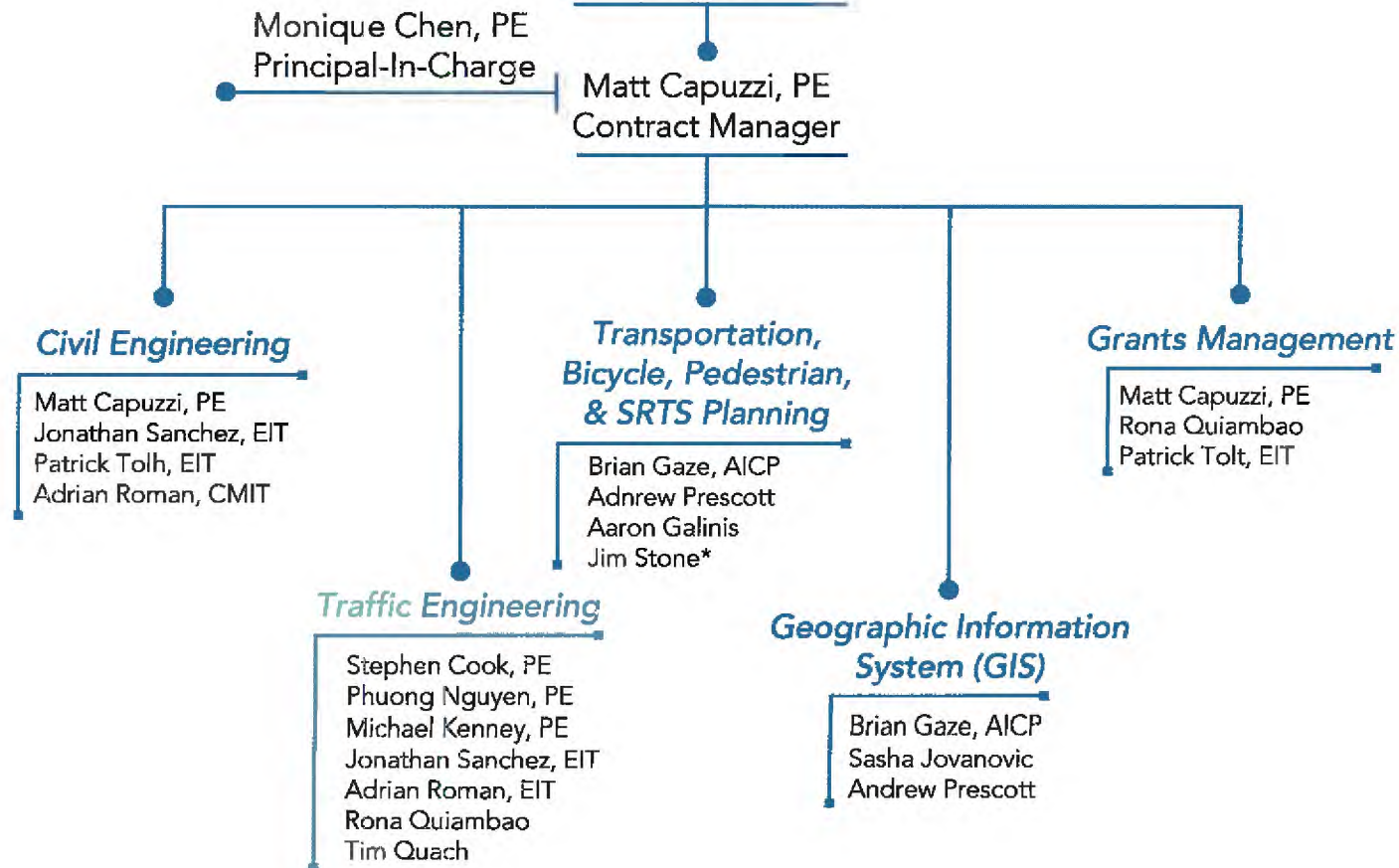
b. Chen Ryan Associates is an S-Corporation:

c. The office where all work will be performed:

3900 Fifth Avenue, Suite 210
San Diego, CA 92103

d. Contract manager contact information:

Monique Chen, Principal
Phone: 619-318-4664
mchen@chenryanmobility.com



* Circulate San Diego



"Exhibit B"

On-Call Project Support Services for National City's Capital Improvement Program (CIP)

Rate Schedule

Effective through October 31, 2020

<u>Classification</u>	<u>Billing Rate per Hour</u>
Principal	\$229.00
Senior Professional	\$185.00
Professional II	\$151.00
Professional I	\$130.00
Analyst	\$115.00
Support Staff	\$70.00

Direct expenses such as but not limited to printing and reproductions, travel expenses, deliveries, materials, shipping, postage, etc. will be invoiced at cost.

INSURANCE CERTIFICATES

<TO BE ATTACHED>

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City accepting and authorizing the Mayor to sign an Encroachment Permit Agreement with KD12, LLC, to construct a retaining wall into a public utility easement. (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 7, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City accepting and authorizing the Mayor to sign an Encroachment Permit Agreement with KD12, LLC, to construct a retaining wall into a public utility easement.

PREPARED BY: Charles Nissley, Sr. Eng. Tech.

PHONE: 619-336-4396

DEPARTMENT: Engineering/Public Works

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution accepting the Encroachment Permit Agreement to construct a retaining wall into a public utility easement.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Encroachment Permit Agreement
3. Resolution

EXPLANATION

KD12, LLC has proposed a multifamily apartment building to be constructed on Lots 23 and 24 in Block 1 of Austin Heights, according to the map thereof Map 1938, recorded in the Office of the County Recorder on September 3, 1926, Assessor Parcel Numbers 561-011-06-00 and 561-011-07-00.

The grading plans have been submitted and are under review. During the review of the title report and Map 1938, staff noticed that there was an easement for public utilities along the southerly three feet of the lots and the proposed plans show a retaining wall is to be constructed in the easement which would limit the construction of future utilities in said easement.

In order to construct the building and parking lot it is necessary for the encroachment of the wall into the easement. Staff has met with the Engineer of Work and developer and discussed other options. The developer has contacted the utility companies with interest in the easement and it has been determined that the retaining wall would not interfere with the access to the easement and the facilities existing in it. It has also been determined that the construction of the wall would provide for better access to the poles and lines for SDG&E, AT&T and Cox Communications who support the work.

KD12, LLC is requesting that the City approve and the Mayor sign the agreement.

ENCROACHMENT PERMIT AND AGREEMENT
(Commercial)

The City Of National City hereby grants an Encroachment Permit to the undersigned,
KD 12TH, LLC (hereinafter referred to as "OWNER"), in accordance with and pursuant to the terms and conditions set forth in Chapter 13.12 of the National City Municipal Code.

OWNER is the owner of that certain real property described in the attached Exhibit "A", or is an owner of personal property that is proposed to be installed in the public right-of-way or other public property of the City of National City, County of San Diego, State of California. The OWNER, in consideration of this grant of permission by the City of National City (hereinafter referred to as "CITY") to install and maintain certain personal property or a building, facility, or other structure (hereafter designated from time to time as an "encroachment") within or upon a CITY easement, property, or right-of-way for the use and benefit of OWNER'S property and adjacent lands, now covenants and agrees as follows:

The site of installation and any description of OWNER'S encroachment is described in Exhibit "B", attached.

The terms and conditions under which the encroachment is to be installed and maintained are as follows:

1. Upon notification in writing by the City Engineer, the above described encroachment shall be abandoned, removed, or relocated by OWNER at the owner's sole expense.
2. The said encroachment shall be maintained in a safe and sanitary condition at all times at the sole cost, risk, and responsibility of OWNER and any successor in interest, who shall hold CITY harmless with respect thereto.
3. This Permit and Agreement, when made for the direct benefit of OWNER's land or property described above, and the covenants herein contained shall run with said land and shall be binding on the assigns and successors of OWNER. Should OWNER or its successors fail to remove or relocate the encroachment herein permitted within thirty (30) days after notice of removal or relocation from the CITY, CITY may cause such removal or relocation to be done at OWNER's sole cost and expense, which shall be a lien upon said land. A copy of this Encroachment Agreement shall be recorded against any real property of the owner's that is hereby benefited by the encroachment. Upon request by CITY, PERMITTEE shall record this Encroachment Agreement with the County of San Diego, County Recorder's Office, and upon recordation shall return the original to the CITY.
4. OWNER shall indemnify, defend, and hold harmless CITY and its officers, agents, and employees from all liability, loss, costs, claims, demands, suits, and defense costs, including attorneys' fees, arising out of Owner's entry upon and use of City's easement or right-of-way for the installation, maintenance, and use of the owner's encroachment.
5. OWNER and each successor in interest or assign shall take out and maintain, during the time the encroachment remains on CITY's easement or right-of-way, commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, covering all bodily and property damage arising out of this Encroachment Agreement.

This policy shall name CITY and its officers, agents, and employees as additional insured, and shall constitute primary insurance as to CITY and its officers, agents, and employees, so that any other policies held by CITY shall not contribute to any loss under said insurance. Said policy shall

provide for thirty (30) days prior written notice to CITY of cancellation or material change. Prior to commencement of this Encroachment Agreement, OWNER shall furnish CITY a certificate of insurance with original endorsements evidencing the coverage required by this section. Should owner fail to do so, City may elect to obtain such coverage at OWNER'S expense or immediately terminate this Agreement.

6. The full terms and conditions under which this Encroachment Permit is issued are further set forth in Chapter 13.12 of the National City Municipal Code, which terms OWNER hereby specifically acknowledges and agrees to. Owner also acknowledges that those terms and conditions include, without limitation, the following:

a. The City reserves the right to charge the Owner "fair and reasonable" compensation for the use of CITY property retroactive to the date of construction or installation of the encroachment.

b. The CITY can require the removal, relocation, or undergrounding of the encroachment when deemed necessary and feasible by and in the sole discretion of the City Engineer at owner's expense.

7. This encroachment Permit is not valid and confers no rights to install and maintain an encroachment until it is accepted by the Owner.

DATED:

CITY OF NATIONAL CITY

Ron Morrison, Mayor

PERMITTEE:

KD 12TH, LLC

Entity/Company

Signature

Joshua Santa, Managing Member

Name & Title

**ATTACH NOTARY CERTIFICATION FOR THE NAME OF PERMITTEE SHOWN ABOVE.
USE CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT NOTARY ONLY.**

PERMITTEE/APPLICANT INFORMATION:

Joshua Santa
Person in Responsible Charge

(888) 954-7326
24/7 Phone Number

KD 12TH LLC
Firm Name

Mailing Address:

10625 Scripps Ranch Blvd. Suite F
San Diego, CA 92131

PLAT SHOWING LOCATION OF STRUCTURES, EASEMENT, OR RIGHT-OF-WAY, AND
SEWER AND/OR DRAINAGE FACILITIES: SEE EXHIBIT "B", ATTACHED

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T-John Burnham Ins Services 750 B Street Suite 2400 San Diego, CA 92101 619 231-1010		CONTACT NAME: Carla Lintner PHONE (A/C, No, Ext): 619 231-1010 FAX (A/C, No): 6192369134 E-MAIL ADDRESS:																						
INSURED KirE Builders Inc., KD Sheryl Lane LLC, KD 12TH LLC 10625 Scripps Ranch Blvd., Suite F San Diego, CA 92131		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Kinsale Insurance Company</td> <td>38920</td> </tr> <tr> <td>INSURER B:</td> <td>Everest National Insurance Co</td> <td>10120</td> </tr> <tr> <td>INSURER C:</td> <td>Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Kinsale Insurance Company	38920	INSURER B:	Everest National Insurance Co	10120	INSURER C:	Ohio Casualty Insurance Company	24074	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	01000057526	03/15/2017	03/15/2018	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
This certificate revises & replaces previously issued certificate.						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate is subject to policy limits, conditions and exclusions.

RE: Plaza Del Rey Encroachment Permit


The City of National City, its elected officials, officers, agents and employees are Named as an Additional Insured (GL) per the captioned operations of the Named Insured.

CERTIFICATE HOLDER

City of National City C/O Risk Manager
 1243 National City Blvd.
 National City, CA 91950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

Attached To and Forming Part of Policy
0100005752-6

Effective Date of Endorsement
10/10/2017 12:01AM at the Named Insured
address shown on the Declarations

Named Insured
KirE Builders Inc., KD Sheryl Lane LLC,
KD 12TH LLC

Additional Premium:
\$0

Return Premium:
\$0

Policy Change Number: 4

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State or Governmental Agency or Subdivision or Political Subdivision:

The City of National City, its elected officials, officers, agents and employees.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

CA Surplus Lines Tax & Fee Breakdown

Premium:	\$ _____
Company Fee:	\$ _____
Inspection Fee:	\$ _____
3% State Tax:	\$ _____
.200% Stamping Fee:	\$ _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Diego)

On September 26th 2017 before me, Andrew John Doyle, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared _____

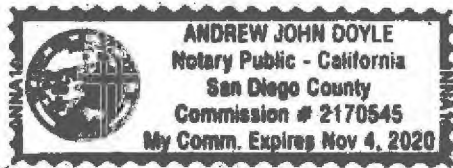
Name(s) of Signer(s)

Joshua Santa

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT A

OWNER:

KD 12TH, LLC
10625 SCRIPPS RANCH BLVD. SUITE F
SAN DIEGO, CA 92131

SITE ADDRESS:

12TH STREET
NATIONAL CITY, CA 91950

APN:

561-011-06-00
561-011-07-00

LEGAL DESCRIPTION:

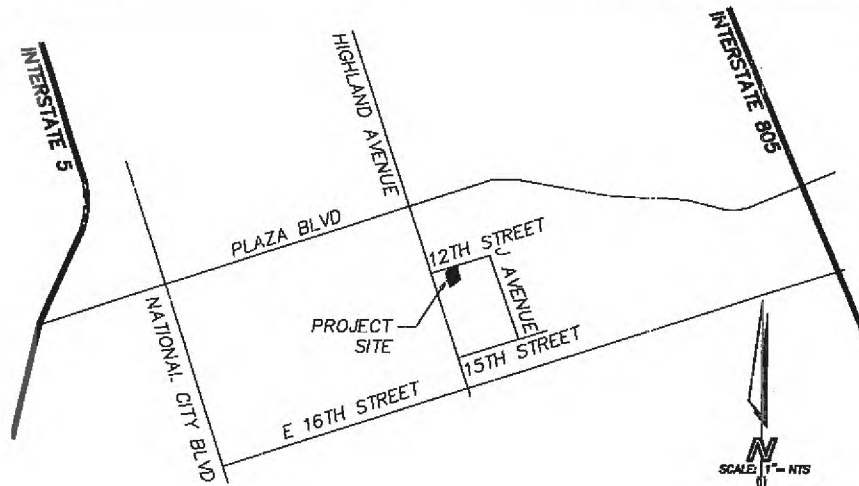
PARCEL 1 (561-011-06-00):

LOTS 23 AND 24 IN BLOCK ONE OF AUSTIN HEIGHTS, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS PER MAP NO. 1938, AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, SEPTEMBER 3, 1926.

PARCEL 2 1 (561-011-07-00):

THE EASTERLY 25 FEET OF LOTS 1 AND 2 IN BLOCK 1 OF AUSTIN HEIGHTS, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1938, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, SEPTEMBER 3, 1926. THE WESTERLY LINE OF SAID EASTERLY 25 FEET BEING PARALLEL WITH THE EASTERLY LINE OF HIGHLAND AVENUE.

EXHIBIT 'B'



LEGEND:

PROPERTY LINE	---
PROP. RETAINING WALL	—+—+—+—+—
PUBLIC UTILITY EASEMENT LIMIT	- - - - -
PROP. STORM DRAIN	— SD —

OWNER/DEVELOPER:

KD 12TH, LLC
10625 SCRIPPS RANCH BLVD., STE F
SAN DIEGO, CA 92131
(888) 954-7326

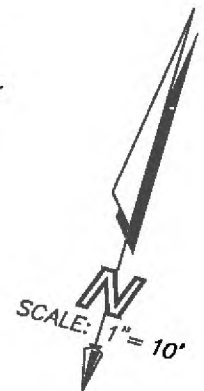
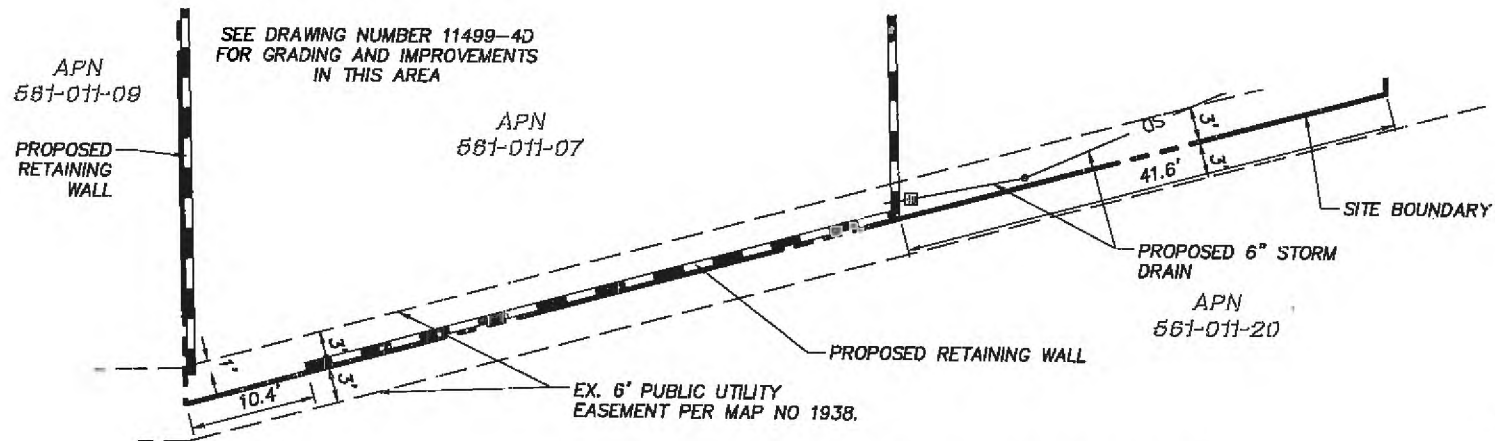
SITE ADDRESS:

12TH STREET
NATIONAL CITY, CA 91950

A.P.N. 561-011-06 & 07

LEGAL DESCRIPTION:

LOTS 23 & 24 BLK 1 OF AUSTIN HEIGHTS; AND
EAST 25 FT LOTS 1 & 2 BLK 1 OF AUSTIN HEIGHTS,
IN THE CITY OF NATIONAL CITY, COUNTY OF SAN
DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP
THEREOF NO. 1938, FILED IN THE OFFICE OF THE
COUNTY RECORDER OF SAN DIEGO COUNTY ON
SEPTEMBER 3, 1926.



The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the establishment of 1) an Energy Upgrades appropriation of \$5,403,308 and corresponding revenue budget for the Energy Services Agreement (ESA) implementation costs; 2) an Energy Upgr

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 7, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the establishment of 1) an Energy Upgrades appropriation of \$5,403,308 and corresponding revenue budget for the Energy Services Agreement (ESA) implementation costs; 2) an Energy Upgrades appropriation of \$120,294 for the financing issuance cost; and 3) an Energy Upgrades appropriation of \$334,369 for the FY 18 debt service payments.

PREPARED BY: Jose Lopez, Assistant Engineer - Civil

PHONE: 619-336-4312

DEPARTMENT: Engineering/Public Works

APPROVED BY: 

EXPLANATION:

On June 20, 2017, per Resolution Number 2017-129, City Council executed the ESA, Phase II with Ameresco to develop and conduct energy efficiency and renewable energy upgrades at City Facilities. On June 20, 2017, per Resolution Number 2017-127, City Council also authorized designated City representatives to execute and deliver, for and on behalf of the City, any and all documents and instruments, and enter into any and all agreements, necessary to consummate the transactions required to carry out the project financing requirements.

In order for staff to comply with the terms of the two aforementioned Resolutions and begin making the necessary expenditures, staff is requesting City Council authorize the establishment of the required fund appropriations.

FINANCIAL STATEMENT:

ACCOUNT NO.

ESA Project Costs – Expenditure Account

001-409-500-598-****: \$5,408,308

Financing Issuance Costs – Expenditure Account

001-409-500-598-****: \$120,294

FY 18 Debt Service Payments – Expenditure Account

001-409-500-598-****: \$334,369

APPROVED: 

Finance

APPROVED:

MIS

Bond Proceeds – Revenue Account

001-00000-3991: \$5,523,602

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback 1) the State of Califo

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 7, 2017

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback 1) the State of California Department of General Services Contract #1-15-23-14A, Supplement 1, to award the purchase and build-out of six (6) fully equipped police vehicles to Folsom Lake Ford in an amount not to exceed \$338,619.64; 2) the County of San Diego Department of Purchasing and Contracting Contract #553982 to award the purchase of police radios for the six (6) new patrol vehicles to the Regional Communications System (RCS) vendor, Motorola Solutions, Inc., in an amount not to exceed \$27,729.91.

PREPARED BY: Ray Roberson, Management Analyst II

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4583

APPROVED BY: 

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

644-411-000-511-0000 (Equipment Replacement Reserve): \$366,349.55

Funds are appropriated and available in the above account.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Adopt Resolution awarding the purchase and build-out of six police vehicles and radios for the National City Police Department.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Quotes
3. State of California Department of General Services contract 1-15-23-14A
4. San Diego County Department of Purchasing and Contracting RCS Contract #553982
5. Resolution

Explanation:

As part of the FY 2018 annual budget, City Council approved funding through the Equipment Replacement Reserve for the purchase of 6 patrol vehicles and 3 detective vehicles for the National City Police Department. Staff seeks Council authority to waive the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorize the City (Buyer) to piggyback 1) the State of California Department of General Services Contract #1-15-23-14A to award the purchase and build-out of six (6) fully equipped police vehicles to Folsom Lake Ford in an amount not to exceed \$338,619.64; and 2) the County of San Diego Department of Purchasing and Contracting Contract #553982 to award the purchase of police radios for the new patrol vehicles to the Regional Communications System (RCS) vendor, Motorola Solutions, Inc., in an amount not to exceed \$27,729.91. Folsom Lake Ford will subcontract with Lehr Auto Electric & Emergency Equipment for the build-out and up-fitting of the police department vehicles.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's purchasing staff has confirmed that both the State of California Department of General Services Contract #1-15-23-14A with Folsom Lake Ford as well as the County of San Diego Department of Purchasing and Contracting RCS Contract #553982 were competitively bid through a Request for Bid (RFB) and bid process, and that the respective procurement procedures are in substantial compliance with those of National City.

Funding for the vehicles and radios is available through the Equipment Replacement Reserve, which will be replenished by the General Fund. |

FOLSOM LAKE FORD

THE FORD SOURCE

12755 FOLSOM BLVD. • FOLSOM, CA 95630 • (916) 353-2000

2018 ORDER 12-14 WEEKS

PRODUCTION BEGINS 10/20/2017

STATE CONTRACT 1015-23-14B

K8A 4DR AWD POLICE
.112.6" WB
G1 SHADOW BLACK
9 CLTH BKTS/VNL R
W EBONY BLACK
500A EQUIP GRP
.PREM SINGLE CD
99R .3.7L V6 TIVCT
44C .6-SPD AUTO TRAN
53M SYNC SYSTEM
16D BADGE DELETE
17T CARGO DOME LAMP
18W RR WINDOW DEL
21L FRONT AUX LIGHT
423 CAL EM NOT REQD
43D COURTESY DISABL
51S DUAL LED LAMPS
55B BLIND SPOT INFO
59B KEY CODE B
60R NOISE SUPPRESS
66A FRONT HDLMP PKG
.GRILL WIRING
68G RR DR/LK INOP
76R REVERSE SENSING
87R RR VIEW MIR/CAM
90E LH/RH PNLS III
92R SOLAR TINT 2ND
936 CAL SER VEH EXP
FLEX-FUEL
153 FRT LICENSE BKT

DANIEL A. RAIMONDI
Fleet Director

PATROL

(916) 353-2000, Ext. 376
Toll Free 1-800-655-0555
Cell. (916) 825-1622
Fax (916) 353-2078

9/28/2017

\$30,967.00
\$20,836.07 LEHR UP FIT

\$51,803.07
\$ 4,532.77 TAX @ 8.75%
\$ 8.75 CA TIRE FEE

\$56,344.59
\$ 350.00 SHIPPING

\$56,694.59
X 5 UNITS

\$283,472.95 DELIVERED

LESS \$500.00 DISCOUNT
EACH-20 DAY PAYMENT

INCLUDES WHITE ROOF
4 DOORS PAINTED WHITE

42
difference
from
quote?

FOLSOM LAKE FORD

THE FORD SOURCE

12755 FOLSOM BLVD. • FOLSOM, CA 95630 • (916) 353-2000

2018 ORDER 12-14 WEEKS
PRODUCTION BEGINS 10/20/2017
STATE CONTRACT 1-15-23-14B

DANIEL A. RAIMONDI
Fleet Director

SUPERVISOR

(916) 353-2000, Ext. 376
Toll Free 1-800-655-0555
Cell. (916) 825-1622
Fax (916) 353-2078

9/28/2017

K8A	4DR AWD POLICE	
	.112.6" WB	
G1	SHADOW BLACK	\$30,967.00
9	CLTH BKTS/VNL R	\$19,410.87 LEHR UP FIT
W	EBONY BLACK	
500A	EQUIP GRP	\$50,377.87
	.PREM SINGLE CD	\$ 4,408.07 TX @ 8.75%
		\$ 8.75 CA TIRE FEE
99R	.3.7L V6 TIVCT	
44C	.6-SPD AUTO TRAN	\$54,794.69
53M	SYNC SYSTEM	\$ 350.00 SHIPPING
16D	BADGE DELETE	
17T	CARGO DOME LAMP	\$55,144.69 DELIVERED
18W	RR WINDOW DEL	
21L	FRONT AUX LIGHT	LESS \$500.00 DISCOUNT
423	CAL EM NOT REQD	20 DAY PAYMENT
43D	COURTESY DISABL	
51S	DUAL LED LAMPS	INCLUDES WHITE ROOF
55B	BLIND SPOT INFO	4 DOORS WHITE
59B	KEY CODE B	
60R	NOISE SUPPRESS	
66A	FRONT HDLMP PKG	
	.GRILL WIRING	
68G	RR DR/LK INOP.	
76R	REVERSE SENSING	
87R	RR VIEW MIR/CAM	
90E	LH/RH PNLS III	
92R	SOLAR TINT 2ND	
936	CAL SER VEH EXP	
	FLEX-FUEL	
153	FRT LICENSE BKT	



4707 Northgate Blvd.
Sacramento, CA. 95834
Parts Dept. 916-646-6626
Service Dept 916-646-6636
Fax 916-646-6666

**** QUOTATION ****
***** DUPLICATE *****
Ord # 01 72385
P/O # NATL PTRL X5

Page 2

NET 30 DAYS

INSTALLED

Br Acct
00 15075

TAMMY

FOLSOM LAKE FORD
12755 FOLSOM BLVD
FOLSOM CA 95630

FOLSOM LAKE FORD
12755 FOLSOM BLVD
FOLSOM CA 95630

MM HO

9/13/17
10:13:57
Expires
11/21/2017

Lin	Qty	Part Number	S Description	Wt. Each	Net	Value
039	1	SE TK02411TU12	CARGO BOX		959.2000	959.20
		Top sliding with combo base	sliding no lock			
040	1	SE TPA9289	F LOWER RADIO TRY		285.6000	285.60
		RADIO - CENCOM - ELETRONICS	TO MOUNT INTO LOWER 3 TRAY			
041	1	SE WK00401TU12	F REAR WINDOW SET		268.0000	268.00
042	1	SE TK04761TU12	F CARGO DECK&TRAY		412.0000	412.00
043	1	HS C-MD-119	F 11" SLIDE ARM		264.5000	264.50
044	1	MS B402T	F 5 LB. FIRE EXT		85.0000	85.00
045	1	HS C-FP-4	F PLT,4MS,			
046	1	HS C-EB25-XTL-1P	F FACE PLATE 1 PC			
047	1	LA I	INSTALLATION		195.0000	195.00
		GRAPHICS INSTALL				
048	1	LA I	INSTALLATION		2995.0000	2995.00
049	1	P3 CF-WMBA1304G	4GB RAM		107.0000	107.00
050	1	P3 CF-3117315KM	CF-31 LAPTOP		5410.0000	5410.00
		PANASONIC : Win7 (Win10 Pro COA), Intel Core i5-5300U				
		2.30GHz, vPro, 13.1inch XGA Touch, 4GB, 256GB SSD, Intel WiFi				
		a/b/g/n/ac, TPM, BT, Single Pass (Selectable), Insertable Smartcard, 4G LTE				
		Multi Carrier (EM7355), GPS, Emissive Backlit				
		Keyboard, Multi-drive, Toughbook Preferred				
051	1	P3 CF-K31HD5032	500HDD 7200RPM		162.0000	162.00
052	1	HS C-EB25-MA5-1P	F FACE PLATE 1 PC			
053	1	HS C-AP-0325	F CON, ACSY, BOX, IM		38.6400	38.64
		DOES NOT INCLUDE CA SALES TAX				
		QUOTE IS FOR 1 UNIT				
		TAKE TOTAL X 5 PLUS TAX FOR GT				

55	20544.07		250.00			
TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
			RCVD. BY:	PAY TO:		\$ 20794.07

WWW.LEHRAUTO.COM

SALES@LEHRAUTO.COM



Delivered as Promised

4707 Northgate Blvd.
Sacramento, CA. 95834
Parts Dept. 916-646-6626
Service Dept 916-646-6636
Fax 916-646-6656

** QUOTATION **
*** DUPLICATE ***
Ord # 01 72385
P/O # NATL PTRL X5

Page 1

NET 30 DAYS

INSTALLED

Br Acct
00 15075

TAMMY
FOLSOM LAKE FORD
12755 FOLSOM BLVD
FOLSOM CA 95630

FOLSOM LAKE FORD
12755 FOLSOM BLVD
FOLSOM CA 95630

MM HO

9/13/17

10:13:57

Expires

11/21/2017

Lin	Qty	Part Number	S Description	Wt. Each	Net	Value
001	1	SE BK20191TU16	F PB450L4 IONS		726.0000	726.00
002	1	WH SA315P	F SIREN SPEAKER		205.0000	205.00
003	1	WH SAK51	F SPEAKER BRACKET		28.0000	28.00
004	1	WH IWSRRBB	F LIBERTY II		1650.0000	1650.00
005	1	WH STPKT83	F STRAP KIT			
006	1	WH VTX609R	F VERTEX RED		78.0000	78.00
007	1	WH VTX609B	F VERTEX BLUE		78.0000	78.00
008	1	WH IONR	F ION LED RED		126.0000	126.00
009	1	WH IONB	F ION LED BLUE		126.0000	126.00
010	2	WH IONGROM	F ION GROMMET MNT		5.0100	10.02
011	1	WH CCSRNA3	F CENCOM SAFETHIRE		625.0000	625.00
012	1	SE GK11191B1SSSCA	GUN RACK 1B1S		729.0000	729.00
013	1	HS C-VS-1400-INUT	CON,14",UTILITY		231.0000	231.00
014	1	HS C-EB15-HLN-1P	F FACE PLATE 1 PC			
015	1	HS C-EB40-CCS-1P	F FACE PLATE 1 PC			
016	1	HS C-FP-2	F PLT,2MS,			
017	1	HS C-FP-1	F PLT,1MS,			
018	1	HS C-SM-800	F CON,SM,BTMS,ODG		109.2100	109.21
019	1	HS C-CUP2-1	F CON,ACSY,CUPHLD		35.2800	35.28
020	2	MM MMSU-1	F MAGNETIC MIC KT		28.5000	57.00
021	1	A2 14.0553	F 3 ACC P/S		25.3200	25.32
022	1	HS C-HDM-153	FLOOR MOUNT		91.5600	91.56
023	1	HS C-HDM-202	F POLE,TELE,HDM,8		133.5600	133.56
024	1	HS C-HDM-401	F SUPPORT BRACE		54.6000	54.60
025	1	CL 4101	F DOCK MASTER		190.0000	190.00
026	1	RD NMO-K-DS	F COAX CABLE		18.5000	18.50
027	1	RD TRAB8063	PHANTOM LOW PRO		41.0000	41.00
028	1	SL 25007	F SL20XP W/DC		99.6600	99.66
029	1	MS DECALS	DECALS		385.0000	385.00
030	1	HS DS-PAN-111-1	F CF31 DOCK SCL		745.0000	745.00
Part Ordered: ## DSPAN111-1						
031	1	HS LPS-104	F CF31 POWER SPLY		171.8600	171.86
032	1	RD AP-GPS30-W-S2-9	GPS ONLY ANT		75.0000	75.00
033	1	PP 03-0211	UTIL HRNS FRONT		595.0000	595.00
034	1	HS C-ARM-101	F ARM REST		65.9600	65.96
035	1	SE PK0715ITU12TMSCA	F 8VS RP 75/25		699.0000	699.00
036	1	SE QK0634ITU12	F CONTOUR SEAT		639.2000	639.20
037	1	SE WK0514ITU12	F WINDOW GUARDS		167.2000	167.20
038	1	SE PK0316ITU122ND	F 12VS LEXAN PART		351.2000	351.20

TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
RCVD. BY: _____			PAYABLE TO: _____		\$ _____	

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SALES@LEHRAUTO.COM

CONTINUED



4707 Northgate Blvd
 Sacramento, CA 95834
 Parts Dept. 916-646-6626
 Service Dept 916-646-6636
 Fax 916-646-6656

**** QUOTATION ****
***** DUPLICATE *****
 Ord # 01 72394
 P/O # NATL SUPR X1

NET 30 DAYS

INSTALLED

Br Acct
 00 15075

TAMMY

FOLSOM LAKE FORD
 12755 FOLSOM BLVD
 FOLSOM CA 95630

FOLSOM LAKE FORD
 12755 FOLSOM BLVD
 FOLSOM CA 95630

MM HO

9/18/17

18:07:54

Expires

11/21/2017

Lin	Qty	Part Number	S Description	Wt. Each	Net	Value
002	1	WH SA315P	F SIREN SPEAKER		205.0000	205.00
003	1	WH SAK51	F SPEAKER BRACKET		28.0000	28.00
004	1	WH IW9RBB	F LIBERTY II		1650.0000	1650.00
005	1	WH STPKT83	F STRAP KIT			
006	1	WH VTX609R	F VERTEX RED		78.0000	78.00
007	1	WH VTX609B	F VERTEX BLUE		78.0000	78.00
008	1	WH IONR	F ION LED RED		126.0000	126.00
009	1	WH IONB	F ION LED BLUE		126.0000	126.00
010	2	WH IONGROM	F ION GROMMET MNT		5.0100	10.02
011	1	WH CCSRNTA3	F CENCOM SAFFHIRE		625.0000	625.00
012	1	HS C-VS-1400-INUT	F CON, 14", UTILITY		231.0000	231.00
013	1	HS C-EB15-HLN-1P	F FACE PLATE 1 PC			
Part Ordered: ## C-EB-15-HLN-1P						
014	1	HS C-EB40-CCS-1P	F FACE PLATE 1 PC			
015	1	HS C-FP-2	F PLT, 2MS,			
016	1	HS C-FP-1	F PLT, 1MS,			
017	1	HS C-SM-800	F CON, SM, 8TMS, ODG		109.2100	109.21
018	1	HS C-CUP2-1	F CON, ACSY, CUPHLD		35.2800	35.28
019	2	MM MMSU-1	F MAGNETIC MIC KT		28.5000	57.00
020	1	HS C-ARM-101	F ARM REST		65.9600	65.96
021	1	A2 14.0553	F 3 ACC P/S		25.3200	25.32
022	1	RD NMO-K-DS	F COAX CABLE		18.5000	18.50
023	1	RD TRAB8063	PHANTOM LOW PRO		41.0000	41.00
024	1	SL 25007	F SL20XP W/DC		99.6600	99.66
025	1	MS DECALS	DECALS		475.0000	475.00
026	1	SE GT10021TU12	F FREESTAND MOUNT		135.2000	135.20
027	1	SE GK11191B1SSCA	F GUN RACK 1B1S		729.0000	729.00
028	1	HS DS-PAN-111-1	F CF31 DOCK SGL		745.0000	745.00
029	1	HS LPS-104	F CF31 POWER SPLY		171.8600	171.86
030	1	RD AP-GPS30-W-82-9	GPS ONLY ANT		75.0000	75.00
031	1	PP 03-0211	UTIL HRNS FRONT		595.0000	595.00
032	1	HS C-HDM-153	FLOOR MOUNT		91.5600	91.56
Part Ordered: ## CHDM-153						
033	1	HS C-HDM-202	F POLE TELE, HDM, 8		133.5600	133.56
034	1	HS C-HDM-401	F SUPPORT BRACE		54.6000	54.60
035	1	CL 4101	F DOCK MASTER		190.0000	190.00
036	1	SE TK04761TU12	F CARGO DECK&TRAY		412.0000	412.00
037	1	SE TK02411TU12	CARGO BOX		959.2000	959.20
038	1	SE TPA9289	F LOWER RADIO TRY		285.6000	285.60

TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
-------------	------------	------------	---------	----------	-------	-----

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RCVD.
 BY:

PAY THIS
 AMOUNT

\$



4707 Northgate Blvd.
 Sacramento, CA 95834
 Parts Dept. 916-646-6626
 Service Dept 916-646-6636
 Fax 916-646-6656

**** QUOTATION ****
***** DUPLICATE *****
 Ord # 01 72394
 P/O # NATL SUPR X1

Page 2

NET 30 DAYS

INSTALLED

Br Acct
 00 15075

TAMMY

FOLSOM LAKE FORD
 12755 FOLSOM BLVD
 FOLSOM CA 95630

FOLSOM LAKE FORD
 12755 FOLSOM BLVD
 FOLSOM CA 95630

MM HO

9/18/17

18:07:54

Expires

11/21/2017

Lin	Qty	Part Number	S Description	Wt. Each	Net	Value
RADIO - CENCOM - ELETRONICS TO MOUNT INTO LOWER 3 TRAY						
039	1	SE WK0040ITU12	F REAR WINDOW SET		268.0000	268.00
040	1	SE BK0316ITU122ND	F 12VS LEXAN PART		351.2000	351.20
041	1	MS B402T	F 5 LB. FIRE EXT		85.0000	85.00
042	1	HS C-FP-4	F PLT,4MS,			
043	1	HS C-EB25-XTL-1P	F FACE PLATE 1 PC			
044	1	HS C-MD-119	F 11" SLIDE ARM		264.5000	264.50
045	1	LA I	INSTALLATION		195.0000	195.00
GRAPHICS/DECAL INSTALLATION						
046	1	LA I	INSTALLATION		2850.0000	2850.00
047	1	P3 CF-WMBAL304G	4GB RAM		107.0000	107.00
048	1	P3 CF-3117315KM	CF-31 LAPTOP		5410.0000	5410.00
PANASONIC : Win7 (Win10 Pro COA), Intel Core i5-5300U 2.30GHz, vPro, 13.1inch XGA Touch, 4GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, BT, Single Pass (Selectable), Insertable Smartcard, 4G LTE Multi Carrier (EM7355), GPS, Emissive Backlit Keyboard, Multi-drive, Toughbook Preferred						
049	1	P3 CF-K31HD5032	500HDD 7200RPM		162.0000	162.00
050	1	SE BK2019ITU16	F PB450L4 IONS		726.0000	726.00
051	1	HS C-EB25-MA5-1P	F FACE PLATE 1 PC			
052	1	HS C-AP-0325	CON, ACSY, BOX, IM		38.6400	38.64
053	1	LE PKILLMAC	F SIREN PARK KILL		42.0000	42.00
DOES NOT INCLUDE CA SALES TAX QUOTE IS FOR 1 UNIT						

54	19160.87		250.00			
TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
RCVD. BY: _____						\$ 19410.87

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QUOTE TO: National City Police - Jeff Etzler

PREPARED BY: Andy Grimm 858-860-3660

agrimm@daywireless.com

**MOTOROLA SOLUTIONS**

DATE: 14-Aug-17

Quote Valid through December 31, 2017

Quote # QU0000412401AG

*Line #	Qty	Part Number	Item Description	List Price	Unit Discounted Price	Total Extended Discount Price
APX6500 Mobile Radio Single O5 Head						
1		M25URS9PW1AN	APX6500 7/800 MHZ MOBILE RADIO	\$2,438.00	\$1,523.75	
1a		W22BA	ADD: PALM MICROPHONE	\$72.00	\$45.00	
1b		G806BE	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	\$321.88	
1c		G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$270.00	
1d		G67BC	ADD: REMOTE MOUNT MID POWER	\$297.00	\$185.63	
1e		G444AE	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	
1f		G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$0.00	
1g		G81AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$750.00	
1h		G335AW	ADD: ANT 1/4 WAVE 762-870 MHZ	\$14.00	\$8.75	
1i		B18CR	ADD: AUXILIARY SPKR 7.5 WATT	\$60.00	\$37.50	
1j		GA00580AA	ADD: TEMA OPERATION (P25 PHASE 2)	\$450.00	\$281.25	
1k		GA00235AA	ADD: NO GPS ANTENNA NEEDED	\$0.00	\$0.00	
1l		G996AS	ADD: OVER THE AIR PROGRAMMING (OTAP)	\$100.00	\$62.50	
1m		W399BF	ADD: 8 MODE DEK BOX	\$180.00	\$112.50	
6			TOTAL APX6500 MOBILE SINGLE O5 HEAD	\$6,058.00	\$3,598.76	\$21,592.56
					Total Equipment:	\$21,592.56
					8.75 % tax on Equipment	\$1,889.35
					Total Equipment and Tax	\$23,481.91
2	6	G24AX	3 Year Warranty Service from the Start	\$131.00	\$0.00	\$0.00
3	1	INSTALLATION	Install new mobile radios in 6 new police vehicles onsite		\$4,248.00	\$4,248.00
					Order Total (Equipment, Tax, Warranty):	\$27,729.91

Discounted Pricing from San Diego County RCS Contract # 553982. Shipping is included at No Charge. PO's must be made out to Motorola Solutions, INC (not Day Wireless).



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
CONTRACT USER INSTRUCTIONS
MANDATORY

CONTRACT NUMBER:	1-15-23-14A, Supplement 1
DESCRIPTION:	Law Enforcement, Police Pursuit Sedans
CONTRACTOR(S):	Elk Grove Auto Group
CONTRACT TERM:	9/3/2015 through 6/29/2018
STATE CONTRACT ADMINISTRATOR:	Rudolph Jimenez (916) 375-4390 Rudolph.Jimenez@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Original Signature on File

Rudolph Jimenez, Contract Administrator

3/29/2017

Date: _____

Contract Mandatory 1-15-23-14A, Supplement 1
Contract User Instructions

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
1	Subject contract for Law Enforcement, Police Pursuit Sedans is modified to reflect the following changes: • Contract expiration date has been extended to 6/29/2018.	3/29/2017



Motorola High Tiered Public Safety Radios for First Responders

Limited Distribution

Motorola Solutions controls who and how their Public Safety radios can be sold. They do this to limit the access of these radios getting in the hands of people who don't have an authorized need. These radios are capable of many advanced features including digital encryption and are mostly used by Police, Fire, Military and other Government Law Enforcement Agencies.

These high Tiered P25 Handheld and Vehicle Radios are the APX Series and the former XTS and XTL Series. The only way to purchase these radios is Directly from Motorola and/or your Motorola assigned Motorola Manufacturer's Representative (MR). Day Wireless Systems is the Motorola assigned MR for the City of National City. This means your MR is representing Motorola and quoting you directly as Motorola using their Discounted Pricing Contracts. All Purchase Orders are to be made out to Motorola Solutions, Inc. You are not purchasing anything from Day Wireless Systems (who is also a Motorola Dealer, Reseller and Service Center).

Motorola Two-Way Radio Dealers & Resellers mostly sell lower tiered commercial, professional and business radios to vertical markets such as education, manufacturing, hospitality, etc... The High Tiered Public Safety radios like the APX6000 are not available for Dealers to purchase and Resell. These APX radios are not listed in their Dealer Price Book from Motorola. If a Motorola Radio Dealer & Reseller wanted to sell an APX Public Safety Radio they would have to submit an Above Price Book (APB) Request to Motorola. The Dealer has to list who the end user of the radio is. Motorola will deny this APB request for any Public Safety Account (City or Agency) that already has an assigned MR and Motorola Direct Sales Rep managing that account. For Example any Motorola Radio Dealer who requested to get APB pricing to buy and sell an APX radio to the City of National City would be denied. You are not able to get 3 quotes for these High Tiered Above Price Book Radios.

Above Price Book pricing for a Radio dealer is always 20% off List Price from Motorola. So their cost to buy the APX radio from Motorola is 20% off list price. The Motorola Direct/MR RCS Contract Price to the City of National City is discounted from 28% to 33% off List Price. Even if Motorola did approve an APB request for a Dealer, they would not be able to compete with the RCS Contract price.

This Controlled Distribution provides the customer with the best pricing and aligns them with a MR that can be their trusted advisor to help them budget and make the best decisions for the long term.

Andy Grimm

Motorola Manufacturer's Representative – Public Safety Markets



COUNTY OF SAN DIEGO - DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 553982 AMENDMENT NO. 1

To Motorola Solutions, Inc. Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: County of San Diego Regional Communications System (RCS) Replacement

Effective Date: Date Signed by the County of San Diego Department of Purchasing and Contracting

Description of Contract Change(s):

1. Exhibit C Attachment 1 is modified to add the following payment terms:

For Catalog purchases that include implementation services, Payment Milestones shall be as follows unless otherwise agreed to by both parties:

- | | |
|--|----------------------|
| a. Completion of Detailed Design Review | 10% of project price |
| b. Receipt of Equipment at Customer Location | 50% of project price |
| c. Completion of Equipment Installation | 20% of project price |
| d. Final Acceptance | 20% of project price |

2. Exhibit C Contract Execution Summary Page: System Upgrade Assurance Program Ten (10) Years (SUA II Years 4-13) price is corrected to be \$10,438,301.79

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the date first set forth above.

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposed change is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified herein.

THIS AMENDMENT IS NOT VALID UNLESS SIGNED BY
THE DEPARTMENT OF PURCHASING AND
CONTRACTING

Department Review and Recommended Approval

Contract time for completion remains unchanged.

There is no change to Contract price.

By: Howard Chercoe
Howard Chercoe, MSSSI Vice President

By: Susan M. Willy
Susan M. Willy, Wireless Services Division Manager
Sheriff's Department

Date: 17 Sept 2016

Date: 9-8-16

APPROVED:

By: John M. Pellegrino For
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting
Date: 9/8/16

MARK W. ANTHONY
MWA Approved

**COUNTY OF SAN DIEGO - DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 550743 AMENDMENT NO. 48**

To Motorola Solutions, Inc. Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: Regional Communications system (RCS) Motorola Services and Equipment

Effective Date: Date Signed by the County of San Diego Department of Purchasing and Contracting

Description of Contract Change(s) and/or Work To Be Done:

1. Modify Section 3, Term of Agreement and Completion of Work. The contract expiration date is changed to December 31, 2020.

2. Modify Section 6, Notices as follows:

County: COUNTY OF SAN DIEGO
Sue Willy, Manager
Sheriff's Wireless Services Division
5595 Overland Avenue, Suite 101
San Diego, CA 92123
(858) 695 3953
susan.willy@sdsheriff.org

Motorola: MOTOROLA SOLUTIONS, INC.
Ken Nordholm, Senior Account Manager
10680 Treana Street, Suite 200
San Diego, CA 92131
(858) 488 4440
ken.nordholm@motorolasolutions.com

3. Due to administrative controls, change the contract number from 550743 to 552544.

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the date first set forth above.

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposed change is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified herein.

Revised contract time for completion is December 31, 2020.

By: [Signature]
Travis Rottcher, MSSSI, Vice President

Date: 11/17/2015

MARK W. ANTHONY
Approved MWA

**THIS AMENDMENT IS NOT VALID UNLESS SIGNED BY
THE DEPARTMENT OF PURCHASING AND
CONTRACTING**

Department Review and Recommended Approval:

By: [Signature]
Susan M. Willy, Manager Wireless Services Division,
Sheriff's Department

Date: 11/18/15

APPROVED:

By: [Signature]
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date: 11/19/15

COUNTY OF SAN DIEGO - DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 548289 UNILATERAL AMENDMENT NO. 47

To Motorola Solutions, Inc.: Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: Regional Communications System (RCS) Motorola Services and Equipment
Effective Date: Date signed by County of San Diego, Department of Purchasing and Contracting

Description of Contract Change(s) and/or Work To Be Done:

1. Due to administrative internal controls, change the contract number from 548289 to 550743.

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, the County has executed this Amendment effective as of the date first set forth above.

APPROVED:

By:


JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date:

3/16/15

COUNTY OF SAN DIEGO - DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 544679 UNILATERAL AMENDMENT NO. 46

To: Motorola Solutions, Inc. Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: **Regional Communications System (RCS)**
Motorola Services and Equipment

Effective Date: **May 01, 2014**

Description of Contract Change(s) and/or Work To Be Done:

1. Due to administrative internal controls, change the contract number from 544679 to 548289.

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, the County has executed this Amendment effective as of the date first set forth above.

APPROVED:

By: 

JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date: 4/24/14

COUNTY OF SAN DIEGO – DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 541947 UNILATERAL AMENDMENT NO. 43

To: Motorola Solutions, Inc. Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: Regional Communications System (RCS) Motorola Services and Equipment
Effective Date: May 02, 2013

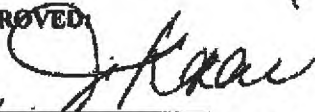
Description of Contract Change(s) and/or Work To Be Done:

1. Due to administrative internal controls, change the contract number from 541947 to 544679.

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, the County has executed this Amendment effective as of the date first set forth above.

APPROVED:

For 
By: JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting
Date: 5/2/13

COUNTY OF SAN DIEGO - DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 43095 UNILATERAL AMENDMENT NO. 36

To Motorola, Inc.: Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: Regional Communications Systems (RCS) Motorola Services and Equipment
Effective Date: July 9, 2012

Description of Contract Change(s) and/or Work To Be Done:

1. Due to new fiscal year and contractor name change to Motorola Solutions, Inc., change the contract number from 43095 to 541947.

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, the County has executed this Amendment effective as of the date first set forth above.

APPROVED:

By: Winston F. McColl
WINSTON F. MCCOLL, Director
Department of Purchasing and Contracting

Date: 07-09-12

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the bid process by piggybacking National Association of State Procurement Officers (NASPO) contract MNWNC-122, and authorizing the purchase of Nimble Enterprise Storage from Dimension Dat

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 07, 2017

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the bid process by piggybacking National Association of State Procurement Officers (NASPO) contract MNWNC-122, and authorizing the purchase of Nimble Enterprise Storage from Dimension Data North America, Inc. for an amount not to exceed \$154,499.

PREPARED BY: Ron Williams

PHONE: 619-336-4373

DEPARTMENT: MIS

APPROVED BY: 

EXPLANATION:

See Attached

FINANCIAL STATEMENT:

ACCOUNT NO.

Funds are appropriated in account 629-403-082-502-0000

APPROVED: 

Finance

APPROVED: 

MIS

ENVIRONMENTAL REVIEW:

This is not a project, therefore does not require environmental review

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff recommends authorizing the purchase of the Nimble Enterprise Storage from Dimension Data North America, Inc.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Quote
3. Contract Information

Explanation

The Public Safety Enterprise Storage System (PSESS) is a centralized storage repository for law enforcement information systems that provides data management and protection (data security) for mission critical public safety applications. The PSESS hosts the Police Computer Aided Dispatch (CAD) System, NetRMS Police Records Management System and virtual server infrastructure. The current PSESS storage arrays are approaching available capacity limits and require replacement to enhance performance, overcome hardware limitations, and expand storage capacity to support increasing public safety application demands. Replacing the PSESS arrays will provide advanced virtualization and storage technologies to support the latest innovations in data center Infrastructure management and disaster recovery.

It is requested that Council waive the formal bidding requirements as allowed in Chapter 2.60.260 of the Municipal Code, and award the purchase to Dimension Data North America Inc., for the following reasons:

1. National Association of State Procurement Officers (NASPO) contract MNWNC-122 has been competitively bid and awarded through a contracting process that is compliant with City of National City bidding and award requirements, and is therefore eligible for piggybacking.
2. The price has been determined to be competitive within the industry.
3. No further purpose would be served by issuing a formal bid at this point in the process.

DIMENSION DATA

Corporate Address:
Dimension Data North America, Inc
11006 Rushmore Drive,
Suite 300,
Charlotte, NC 28277
United States



PRICE QUOTATION - NATIONAL CITY NIMBLE AF/SF COMBINED

Quote Name: National City Nimble AF/SF combined
Quotation #: 2413310

Quote Status: In Process

Date Entered: 10/03/2017
Expiration Date: 11/02/2017

Organization:
CITY OF NATIONAL CITY
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91850
Sales Person: Brittany Clark

Client Manager:
Amy Fryer
amy.fryer@dimensiondata.com

Sales Support:
Brittany Clark
brittany.clark@dimensiondata.com +1 480 517 6633

Email: brittany.clark@dimensiondata.com
Phone: +1 480 517 6633

Delivery Country: United States
Shipping Method: Ground
Currency: US Dollar
Payment Terms: 30 Days Net

Ordering Country: United States
Install Country: United States
Multi Currencies: Normal View

DIMENSION DATA TERMS AND CONDITIONS OF SALE

All products and services are offered subject to the Dimension Data Terms and Conditions of Sale available at <http://www.dimensiondata.com/en-US/Documents/DimensionDataTermsandConditionsUS.pdf> and which are incorporated herein by reference. Dimension Data's offer to sell such products or services and its obligation to perform are expressly conditional upon Customer's acceptance of these Terms and Conditions of Sale without additional or different terms. Customer may accept Dimension Data's offer by issuing a purchase order and such action shall be deemed to be Customer's unconditional acceptance of the Terms and Conditions of Sale and this Quotation. Customer acknowledges that charges for its usage and/or storage in excess of specified subscription limits may apply and Customer will honor and pay such additional charges as applicable regardless of funding authorized on its Purchase Order. Customer acknowledges and agrees that it has the ability to access each URL referenced in this quotation. Customer waives any claims or defenses to the validity or enforceability of the Terms and Conditions of Sale arising from any electronic submission of it to Customer.

If you observe any illegal or unethical behavior by any Dimension Data employee, please report such behavior to our anonymous Ethics Hotline by phone at 877-217-6364 or by web at <https://wft.tnwgcr.com/dimensiondata>.

#	Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
Nimble							
Comments:							
1	AF1000-2P-23T-1	NIMBLE AF1000, 2x10GbseT, ; Dual 10GbE Optical (Qty. 1 pair), , 24 x 960GB SSDs	1	\$ 170,500.00	55.00%	\$ 76,725.00	\$ 76,725.00
2	SLA-4HR-AFA	NIMBLE 4Hr Parts Del, SW Sup & InfoSight AFA <i>Pricing is based on an annual contract with an estimated start date of 09/28/2017. The annual rate is \$ 9,561.28. This contract covers 1 device(s) and is for 1 years(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 6,565.68	12.00%	\$ 5,777.80	\$ 5,777.80
3	SF100-2P-42T-E	NIMBLE SF100 Base Array - dual controller , 2x10GbseT (HDD/SSD not incl.), Dual 10GbE Optical only (Qty. 1 pair), 21 x 2TB HDD for base HEAD, 33.27TB (30.26TiB) useable , 2880GB: 3 x 960GB SSDs for base HEAD	1	\$ 128,500.00	57.00%	\$ 55,255.00	\$ 55,255.00
4	SLA-NBD	NIMBLE NBD Parts Del, SW Sup & InfoSight - NextGen Arrays	1	\$ 4,897.50	12.00%	\$ 4,309.80	\$ 4,309.80
SECTION SUB TOTAL [NIMBLE]:							\$ 142,067.60
SECTION GRAND TOTAL [NIMBLE]:							\$ 142,067.60

#	Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
Naspo Comments:							
1	WSCA-NASPO	Dimension Data Nexus_Legacy_WSCA-NASPO: Fixed Calculation	1	\$ 0.00		\$ 0.00	\$ 0.00
SECTION SUB TOTAL [NASPO]:							\$ 0.00
SECTION GRAND TOTAL [NASPO]:							\$ 0.00

QUOTE SUB TOTAL: \$ 142,067.60
 ESTIMATED LOGISTICS CHARGE: \$ 0.00
 ESTIMATED TAXES: \$ 12,430.92
 QUOTE GRAND TOTAL: \$ 154,498.52

PRODUCT SUMMARY	EXT PRICE
Product	\$ 131,980.00
OEM Maintenance	\$ 5,777.80
Third Party Maintenance Services	\$ 4,309.80
Logistics Charge	\$ 0.00
Total	\$ 142,067.60

Interested in Leasing? A 36--month lease for All Items on this quote is \$ 4,339.65 month.
 Please note 'Agreement Term' below is budgetary based on Lease Rate Factor 0.0278 per US Leasing Table.

Agreement Term	36 Month
End of Lease Option	FMV
Quote #	2413310
Proposal Expiration	11/02/2017
Budgetary Quote Total	\$ 154,498.52
Monthly Payments	\$ 4,339.65
LRF (per US Leasing Table)	0.0278

These estimates exclude shipping and taxes. All leases are subject to credit approval, equipment verification and soft cost verification and applicable lease agreement.

If you have any questions or inquiries please contact Dimension Data at edward.lucas@dimensiondata.com.

By signing below you agree to Dimension Data's "Standard Terms & Conditions" provided above.
 Please refer to the Terms and Conditions for any additional instructions and/or contact your Client Manager should you have any questions.

Quote Number 2413310
 Your Purchase Order Number _____
 Signature _____
 Print Name _____ Title _____
 Place And Date _____

PARTICIPATING ADDENDUM
NASPO ValuePoint Cooperative Purchasing Program

COMPUTER EQUIPMENT MASTER AGREEMENT
Minnesota Master Agreement No.: MNWNC-122

California Participating Addendum No. 7-15-70-34-012
NIMBLE STORAGE, INC. (Contractor)

This Participating Addendum Number 7-15-70-34-012 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Nimble Storage, Inc. (hereafter referred to as "Contractor") under the NASPO ValuePoint Cooperative Purchasing Program Master Agreement Number MNWNC-122 ("Master Agreement") executed by the State of Minnesota.

1. Scope

- A. This Participating Addendum covers the purchase of Computer Equipment under the Master Agreement for the following product bands:

Band 5 – Storage

- B. This Participating Addendum is available for use by California political subdivisions/local governments (hereafter referred to as "Purchasing Entities"). A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Political subdivision/local government use of this Participating Addendum is optional. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Minnesota Master Agreement are consistent with its procurement policies and regulations.

2. Term

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end March 31, 2017, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Agreement term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

3. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum 7-15-70-34-012
- B. Minnesota WSCA-NASPO Master Agreement MNWNC-122

4. Terms and Conditions

The California General Provisions - Information Technology (GSPD401IT), revised and effective 09/5/14, is hereby incorporated by reference and made a part of this Participating Addendum. The 12 page document is available at:
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf.

5. Price List

Contractor shall maintain a website dedicated to this Participating Addendum which contains the Product and Service Schedule (PSS) and designated base line price list for participating entities to verify product/service pricing and applicable discounts offered under the Master Agreement.

6. Partner Utilization

- A. Contractor may use Partners under this Participating Addendum for sales and service functions as defined herein. Each Purchasing Entity will determine whether use of Partners is consistent with its procurement policies and regulations.
- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Partners.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Partners are classified as follows:
 - 1) "Authorized Reseller"
 - a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
 - b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
 - c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number.
 - d. If applicable, Authorized Reseller(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

2) "Agent"

- a. Agents are only authorized to provide quotes, sales assistance, configuration guidance and ordering support for products and associated services offered under this Participating Addendum.
- b. Agents are not authorized to accept orders or payments.
- c. If applicable, Agent(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

7. Invoicing

The Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

8. Usage Reporting

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the WSCA-NASPO Detailed Sales report template.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	
OCT 1 to DEC 31	
JAN 1 to MAR 31	
APR 1 to JUN 30	

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

9. Administrative Fee

- A. Contractor shall submit a check, payable to the State of California, remitted to the Department of General Services, Procurement Division for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:
- State of California
Department of General Services, Procurement Division
Attention: Multiple Awards Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95805
- D. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a Purchasing Entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	
OCT 1 to DEC 31	
JAN 1 to MAR 31	
APR 1 to JUN 30	

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

10. Contract Management

- A. The primary contact individuals for this Participating Addendum shall be as follows:

Contractor	
Name:	Mary A. Reuss
Phone:	(612) 849-2548
Fax:	(408) 899-5158
E-Mail:	Mary.reuss@nimblestorage.com
Address:	211 River Oaks Parkway San Jose, CA 95134

State Contract Administrator	
Name:	Julle Matthews
Phone:	(916) 375-4812
Fax:	(916) 375-4863
E-Mail:	<u>Julle.Matthews@dos.ca.gov</u>
Address:	Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- B. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

11. Termination of Agreement


The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

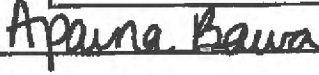
12. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Master Agreement, at prices equal to or lower than the prices on that contract.

C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating State:
STATE OF CALIFORNIA

By: 
Name: Jim Butler
Title: Deputy Director
Date: 4/26/16

Contractor: NIMBLE STORAGE, INC.
By: 
Name: Aparna Bawa
Title: VP, General Counsel
Date: April 20, 2016

AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-122

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Nimble Storage, Inc., 211 River Oaks Pkwy, San Jose, CA 95134 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-122, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-122 is extended through March 31, 2020, at the same terms and conditions.
2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. NIMBLE STORAGE, INC. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u>Aparna Bawa</u> Signature <u>APARNA BAWA</u> Printed Name</p> <p>Title: <u>VP, GENERAL COUNSEL & SECRETARY</u> CORP.</p> <p>Date: <u>FEBRUARY 11, 2017</u></p> <p>By: _____ Signature</p> <p>_____ Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u>Andy Doran</u></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>2/15/17</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative</p> <p>By: <u>Tim J. Jernstedt</u></p> <p>Date: <u>2/16/2017</u></p>
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EXHIBIT B: Pricing Schedule



COMPUTER EQUIPMENT 2014-2020 Updated 04/01/2017



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICE LIST: NIMBLE MSRP

www.nimblestorage.com/wsca

2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS) BAND 5-STORAGE

CATEGORY
Y
5M

MINIMUM
DISCOUNT
5%

IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.

3. THIRD PARTY PRODUCTS – None offered

4. SERVICES -- 5%

Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of hardware includes a one year warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information see: www.nimblestorage.com/support and www.nimblestorage.com/docs.

5. LEASING

Participating Addendum may identify if and how leasing agreement terms will be conducted.

6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.

For all hardware/software, there will be a volume discount tied to cumulative \$ spent:

Transaction >\$1M- additional 7% discount over minimum discount

Transaction >\$5M additional 10% discount over minimum discount

No volume discount for support or services.

Cumulative calculated Annually on total of Master Agreement Sales. Cumulative Discount will reset to 0 on the anniversary date of the Master Agreement (i.e. reset at 0 additional discount each contract year). Calculated for Hardware only (support and services will not be included).

>\$5M Additional 2% discount over minimum discount

>\$10M Additional 4% discount over minimum discount

>\$25M Additional 5% discount over minimum discount

>\$50M Additional 8% discount over minimum discount

>\$100M Additional 10% discount over minimum discount

Approved Partners for NASPO States

<u>State</u>	<u>Resellers</u>	<u>Contact</u>	<u>Phone</u>	<u>Email</u>
Alaska	Alaska Communications/TekMate	Chris Reaburn	907/575-1270	Chris.Reaburn@acalaska.com
	CDW-G	Jason Schwartz	847/419-7542	jasons@cdwg.com
	SHI International Corp.	Andrea Keno	800/870-6079	teamalaska@shi.com
Arizona	CDW-G	Rodger White	866/339-7922	rodgwhi@cdwg.com
	cSTOR	Carolyn Pinckard	480/760-2122	carolyn@customstorage.com
	IT Partners	Mark Thompson	602/296-6109	Mark.Thompson@IT-Partners.com
	Logicalis, Inc.	Allison West	480/346-2306	Allison.Hughes@us.logicalis.com
	NextNet Partners, LLC	Steve Greschner	480/381-0778	steve.greschner@nextnetpartners.com
	Presidio	Laura McKenzie	623/239-3495	lmckenzie@presidio.com
	Sentinel	Kevin Koski	480/897-5954	kkoski@sentinel.com
	SHI International Corp.	Amelia Jakubczyk	303/882-8012	teamarizona@shi.com
	World Wide Technology, Inc. (WWT)	Carol Harting	314/995-6103	carol.harting@wwt.com
Arkansas	Alexander Open Systems	Brad Ellingsworth	417/888-2675	brade@aos5.com
	Business Communications	Dan Yarbrough	501/537-7914	dyarbrough@bcianswers.com
	CDW-G	Ashley DiCiurcio	312/705-1878	ashleyd@cdw.com
	Presidio	Todd Smithson	501/218-8298	tsmithson@presidio.com
	SHI International Corp.	Dave Rounds	512/732-8024	moka@shi.com
California	United Data Technologies, Inc. (UDT)	James Sykes	512/608-7070	james.sykes@udtonline.com
	AMS.Net	Tom Vasconi	925/245-6128	tvasconi@ams.net
	Big Green IT	Jeff Rogers	916/945-8263	jeffr@biggreenit.com
	CDW-G	Jason Schwartz	847/419-7542	jasons@cdwg.com
	Dimension Data	Rich Eyer	949/265-6197	richard.eyer@dimensiondata.com
	Kovarus, Inc.,	Scott Wiele	916/262-7450	swiele@kovarus.com
	Presidio	Joanna Billington	949/467-9904	jbillington@presidio.com

Approved Partners for NASPO States

	SHI International Corp.	Debbie Bieber	408/232-0855	Debbie_Bieber@shi.com
	VPLS Solutions, LLC	John Minnix	310/597-9688	jminnix@vplsolutions.com
City of Aurora, Illinois	Sentinel	Steve Tyrriver	630/769-8583	styriver@sentinel.com
City of Rock Island, Illinois	Ticomix	John Lawler	309/306-0045	john.lawler@ticomix.com
Colorado	CDW -G	Rodger White	312/705-9090	rodgwhi@cdwg.com
	Lewan & Associates	Steve St. John	303/968-2288	steve.stjohn@lewan.com
	PEAK Resources, Inc.	John Simonton	303/396-1901	jsimonton@peakresources.com
	Presidio	Bud Bullard	480/719-2856	bbullard@presidio.com
	Sentinel	David Agrodnia	720/643-1312	dagrodnia@sentinel.com
	SHI International Corp	Heather Fritsche	719/645-9951	Heather_Fritsche@shi.com
Florida	CDW-G	Rory Nolan	312/705-5542	rorynol@cdw.com
	GreenPages	Gina King	813/387-5444	gina.king@greenpages.com
	Presidio	Elroy Caldwell	407/409-8213	ecaldwell@presidio.com
	Prosys Information Systems	Michael Hritz	850/321-7640	michael.hritz@pivotts.com
	SHI International Corp	Florida Inside Team	800/543-0432	FloridaTeam@shi.com
	United Data Technologies, Inc. (UDT)	Rita Bradford	305/882-0435	rita.bradford@udtonline.com
Hawaii	CDW-G	Jason Schwartz	847/419-7542	jasons@cdwg.com
	Presidio	Rick Howard	503/594-0364	rhoward@presidio.com
	SHI International Corp.	Andrea Keno	800/870-6079	teamhawaii@shi.com
	World Wide Technology, Inc. (WWT)	Carol Harting	314/995-6103	carol.harting@wwt.com

Approved Partners for NASPO States

Idaho	CDW-G	Rodger White	312/705-9090	rodgwhi@cdwg.com
	CompuNet, Inc.	Dan Beeler	208/921-2088	dbeeler@compunet.biz
	Corporate Technologies	Bill Mogensen	208/319-2778	bill.mogensen@gocorpotech.com
	DATASHIELD	Maria Mastakas	801/303-1363	maria.mastakas@datashieldprotect.com
	Presidio	Aisa Jenkins	208/338-7967	ajenkins@presidio.com
	Right! Systems	Sean Padget	360/402-6587	spadget@rightsys.com
	SHI International Corp.	Andrea Keno	800/870-6079	teamidaho@shi.com
Kansas	Alexander Open Systems	Matt Cussigh	913/307-2363	matt.cussigh@aos5.com
	CDW-G	Lisa Siquora	312/708-6295	lisasiq@cdw.com
	DataEdge	Rob Didlake	913/780-2525	rob@dataedge.com
	Eagle Technologies	Jennifer Harmon	785/404-3730	jenniferh@eagleinc.com
	ISG Technology, LLC	Brad Hoffman	913/826-6023	bhoffman@isgtech.com
	K12itc	Jay Muehlbach	816/382-4825	jay.muehlbach@k12itc.com
	SHI International Corp	David Rounds	888/394-5232	moka@shi.com
Louisiana	Technology Group Solutions	Doug Floersch	913/710-5605	dfloersch@tgs-kc.com
	CDW-G	Ashley DiCuccio	312/705-1878	ashleyd@cdw.com
	CMA Technology Solutions	Lewis Hannaman	225/927-9200, X 446	lhannaman@CMAontheweb.com
	iConvergence	Donna Stephenson	337/735-1306	donnas@iconvergence.com
	Presidio	Mike Trahan	504/327-5030	mtrahan@presidio.com
	SHI International Corp.	Louisiana Inside Team	888/394-5232	louisianateam@shi.com
Missouri	Transformyx	Jim DuBos	225/761-0088	jim@tfmx.com
	Alexander Open Systems	Elliot Fritsche	636/680-1000	elliott.fritsche@aos5.com
	CDW-G	Lisa Siquora	312/708-6295	lisasiq@cdw.com

Approved Partners for NASPO States

	ISG Technology, LLC	Brad Hoffman	913/826-6023	bhoffman@isgtech.com
	JMA	Sydney Swinicki	913/961-5849	sswinicki@jmailt.com
	K12itc	Jay Muehlbach	816/382-4825	jay.muehlbach@k12itc.com
	SHI International Corp.	David Rounds	512/392-4703	MOKA@shi.com
	Technology Group Solutions	Doug Floersch	913/710-5605	dfloersch@tgs-kc.com
Montana	CDW-G	Rodger White	312/705-9090	rodgwhi@cdwg.com
	SHI International Corp.	Andrea Keno	800/870-6079	andrea_keno@shi.com
Nebraska	Alexander Open Systems	Matt Cussigh	913/307-2363	matt.cussigh@aos5.com
	CDW-G	Rodger White	312/705-9090	rodgwhi@cdwg.com
	Presidio	Jackie Arnett	301/313-2000	jarnett@presidio.com
	SHI International Corp.	Emilio Vargas	888/591-3400	GovNE@shi.com
Nevada	Big Green IT	Jeff Rogers	916/945-8263	jeffr@biggreenit.com
	cStor	Neal Williams	505/288-3882	neal.williams@cstor.com
	Presidio	Mark Rosato	480/719-2856	mrosato@presidio.com
	SHI International Corp	Amelia Jakubczyk	888/711-2613	teamnevada@shi.com
	Zunesis, Inc.	Sara Wessells	702/837-5300 X105	sara.wessells@zunesis.com
New Jersey	Aspire Technology Partners	Frost Schroeder	732/847-9612	frost@atp-us.com
	CDW-G	Michael Truncone	203/851-7141	mike@cdwg.com
	Continental Resources, Inc.	Lou DeMarco	732/748-3630	loud@conres.com
	Contour Data Systems	Rocco Guerriero	484/235-5143	sales@contourds.com
	ePlus Technology, Inc.	George Pashardis (Sales)	609/528-8912	gpashardis@eplus.com
	PKA Technologies, Inc.	Felise Katz	845/357-0170	felise.katz@pkatech.com
	SHI International Corp	New Jersey Inside Team	888/744-4084	nigov@shi.com

Approved Partners for NASPO States

New Mexico	CDW-G	Ashley DiCiurcio	312/705-1878	ashleyd@cdw.com
	cSTOR	Neal Williams	505/288-3882	neal.williams@cstor.com
	PEAK Resources, Inc.	John Simonton	303/396-1901	jsimonton@peakresources.com
	Presidio	Mark Rosato	480/719-2856	mrosato@presidio.com
	SHI International Corp.	Lynn Farmer	888/711-2613	teamnewmexico@shi.com
Oklahoma	Alexander Open Systems	Brad Ellingsworth	417/888-2675	brade@aos5.com
	CDW-G	Lisa Siquora	312/708-6295	lisasig@cdw.com
	Chickasaw Telecom, Inc.	Jeffrey Downey	405/946-1200	jdowney@chickasawtel.com
	Eagle Technologies	Kevin Janousek	785/820-1514	kevinj@eagleinc.com
	Presidio	Troy Compton	918/295-9454	tcompton@presidio.com
	Sigma Solutions	Rob Jezek	918/986-1201	rob.jezek@sigmasolinc.com
	SHI International Corp.	David Rounds	512/392-4703	MOKA@shi.com
	United Data Technologies, Inc. (UDT)	William Rodriguez	786/364-6058	william.rodriguez@udtonline.com
South Carolina	CDW-G	David Goodwin	703/262-8186	davigoo@cdw.com
	Data Network Solutions	Tommy Jackson	336/782-1400	tjackson@dnscoinc.com
	Encore Technology Group	Michael Knight	888/983-6267	mknight@encoretg.com
	SHI International Corp.	Tim Smith	803/212-8717	timothy_smith@shi.com
	United Data Technologies, Inc. (UDT)	Richard Treadway	704/219-8933	richard.treadway@udtonline.com
South Dakota	Alexander Open Systems	Matt Cussigh	913/307-2363	matt.cussigh@aos5.com
	CDW-G	Rodger White	312/705-9090	rodgwhi@cdwg.com
	Presidio	Jackie Arnett	301/313-2000	jarnett@presidio.com
	SHI International Corp.	Kevin Farrell	888/591-3400	Kevin_Farrell@shi.com

Approved Partners for NASPO States

	Xigent Solutions	Adam Grafa	612/246-3091	grafaa@xigentsolutions.com
Utah	ASG (Advanced Systems Group) - Virtual Enterprises	Liz Stuart	303/301-3046	estuart@virtual.com
	CDW-G	Rodger White	312/705-9090	rodgwhi@cdwg.com
	CVE Technologies Group	Kent Rogers	801/908-4195	kr Rogers@cvetech.com
	Datashield	Maria Mastakas	801/303-1363	maria.mastakas@datashieldprotect.com
	Ramsys Storage Solutions	Kirby Park	801/608-5773	kirby@ramsyscomp.com
	SHI International Corp.	Dan Pressley	800/879-6079	teamutah@shi.com
Washington	CDW-G	Rodger White	312/705-9090	rodgwhi@cdwg.com
	CVE Technologies	Brenda Noble	503/431-6680	brenda.noble@cvetech.com
	Datec, Inc.	Cliff McElroy	206/575-1470	cliff.mcelroy@datecinc.net
	Presidio	Candace Davis	360/553-4015	cdavis@presidio.com
	RightI Systems	Sean Padget	360/402-6587	spadget@rightsys.com
	SHI International Corp.	Andrea Keno	800/870-6079	teamwashington@shi.com
	Structured	Tim Carver	503/816-7735	tcarver@structured.com
	TechPower Solutions	Scott Barker	206/383-3254	scott.barker@techpowerusa.com
Wyoming	CDW-G	Rodger White	312/705-9090	rodgwhi@cdwg.com
	Lewan & Associates	Steve St. John	303/968-2288	steve.stjohn@lewan.com
	PEAK Resources, Inc.	John Simonton	303/396-1901	jsimonton@peakresources.com
	Sentinel	David Agrodnia	720/643-1312	dagrodnia@sentinel.com
	SHI International Corp.	Lynn Farmer	888/711-2613	Lynn_Farmer@shi.com

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City removing the Home Delivered Meals Driver from the Part-Time and Seasonal employee group salary schedule with a salary range of \$9.95 - \$12.10 hourly (range pt059), and adding it to the salary sch

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: November 7, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City removing the Home Delivered Meals Driver from the Part-Time and Seasonal employee group salary schedule with a salary range of \$9.95 - \$12.10 hourly (range pt059), and adding it to the salary schedule for the Municipal Employees' Association employee group with a salary range of \$10.14 - \$12.10 hourly (range 047).

PREPARED BY: Lilia Muñoz

PHONE: 336-4309

DEPARTMENT: Human Resources

APPROVED BY:



EXPLANATION:

Through a recent review of job classifications, staff discovered that the Home Delivered Meals Driver classification is erroneously allocated to the Part-Time and Seasonal employee group salary schedule, with a salary range of \$9.95 - \$12.10 hourly (range pt059). This career/part-time classification is represented the Municipal Employees' Association (MEA) and as such, should be allocated to the MEA salary schedule.

Based on the above, staff hereby requests removing the Home Delivered Meals Driver classification from the Part-Time and Seasonal employee salary schedule; and adding said classification to the MEA salary schedule using salary range \$10.14 to \$12.10 hourly (range 047).

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

There is no fiscal impact associated with this item.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the resolution removing the Home Delivered Meals Driver from the Part-Time and Seasonal employee group salary schedule with a salary range of \$9.95 - \$12.10 hourly (range pt059), and adding it to the salary schedule for the Municipal Employees' Association employee group with a salary range of \$10.14 - \$12.10 hourly (range 047).

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Resolution

The following page(s) contain the backup material for Agenda Item: Investment transactions for the month ended August 31, 2017. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 7, 2017

AGENDA ITEM NO.:

ITEM TITLE:

Investment transactions for the month ended August 31, 2017.

PREPARED BY: Ronald Gutlay

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: Mark Ralvito

EXPLANATION:

In accordance with California Government Code Section 53646 and City of National City's investment policy section XIA, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending August 31, 2017.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: Mark Ralvito **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended August 31, 2017.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



Transaction Ledger

7/31/17 Thru 8/31/17

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	08/01/2017	60934N807	2,812.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.62 %	2,812.50	0.00	2,812.50	0.00
Purchase	08/02/2017	60934N807	2,497.36	Federated Investors Govt Oblig Fund Inst.	1.000	0.62 %	2,497.36	0.00	2,497.36	0.00
Purchase	08/02/2017	89237RAB4	500,000.00	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	99.999	1.59 %	499,995.25	0.00	499,995.25	0.00
Purchase	08/07/2017	60934N807	1,421.88	Federated Investors Govt Oblig Fund Inst.	1.000	0.62 %	1,421.88	0.00	1,421.88	0.00
Purchase	08/08/2017	60934N807	2,581.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.62 %	2,581.25	0.00	2,581.25	0.00
Purchase	08/09/2017	06417GXH6	520,000.00	Bank of Nova Scotia Yankee CD 1.57% Due 8/9/2018	100.000	1.57 %	520,000.00	0.00	520,000.00	0.00
Purchase	08/14/2017	60934N807	2,992.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.62 %	2,992.50	0.00	2,992.50	0.00
Purchase	08/17/2017	60934N807	2,750.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.62 %	2,750.00	0.00	2,750.00	0.00
Purchase	08/18/2017	60934N807	3,368.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.62 %	3,368.75	0.00	3,368.75	0.00
Purchase	08/23/2017	65478GAB6	510,000.00	Nissan Auto Receivables Owner 2017-B A2A 1.56% Due 5/15/2020	99.996	1.57 %	509,979.96	0.00	509,979.96	0.00
Purchase	08/28/2017	46625HKA7	400,000.00	JP Morgan Chase Callable Note Cont 12/23/2019 2.25% Due 1/23/2020	100.834	1.89 %	403,336.00	875.00	404,211.00	0.00
Purchase	08/28/2017	60934N807	2,384.38	Federated Investors Govt Oblig Fund Inst.	1.000	0.62 %	2,384.38	0.00	2,384.38	0.00
Purchase	08/28/2017	60934N807	545,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.62 %	545,000.00	0.00	545,000.00	0.00
Purchase	08/29/2017	912828G53	600,000.00	US Treasury Note 1.875% Due 11/30/2021	100.832	1.67 %	604,994.20	2,766.39	607,760.59	0.00
Purchase	08/31/2017	60934N807	8,250.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.65 %	8,250.00	0.00	8,250.00	0.00
Subtotal			3,104,058.62				3,112,364.03	3,641.39	3,116,005.42	0.00
Security Contribution	08/31/2017	90SDCP\$00	40,000.00	County of San Diego Pooled Investment Pool	1.000		40,000.00	0.00	40,000.00	0.00
Subtotal			40,000.00				40,000.00	0.00	40,000.00	0.00
TOTAL ACQUISITIONS			3,144,058.62				3,152,364.03	3,641.39	3,156,005.42	0.00

DISPOSITIONS										
Sale	08/02/2017	60934N807	499,995.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.62 %	499,995.25	0.00	499,995.25	0.00
Sale	08/09/2017	60934N807	520,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.62 %	520,000.00	0.00	520,000.00	0.00
Sale	08/23/2017	60934N807	509,979.96	Federated Investors Govt Oblig Fund Inst.	1.000	0.62 %	509,979.96	0.00	509,979.96	0.00
Sale	08/28/2017	60934N807	404,211.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.62 %	404,211.00	0.00	404,211.00	0.00



Transaction Ledger

7/31/17 Thru 8/31/17

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	08/29/2017	60934N807	607,760.59	Federated Investors Govt Oblig Fund Inst.	1.000	0.62 %	607,760.59	0.00	607,760.59	0.00
	Subtotal		2,541,946.80				2,541,946.80	0.00	2,541,946.80	0.00
Maturity	08/28/2017	3135G0MZ3	545,000.00	FNMA Note 0.875% Due 8/28/2017	100.000		545,000.00	0.00	545,000.00	9,570.20
	Subtotal		545,000.00				545,000.00	0.00	545,000.00	9,570.20
Security Withdrawal	08/03/2017	60934N807	2,150.86	Federated Investors Govt Oblig Fund Inst.	1.000		2,150.86	0.00	2,150.86	0.00
Security Withdrawal	08/07/2017	90LAIF\$00	2,500,000.00	Local Agency Investment Fund State Pool	1.000		2,500,000.00	0.00	2,500,000.00	0.00
Security Withdrawal	08/10/2017	90LAIF\$00	500,000.00	Local Agency Investment Fund State Pool	1.000		500,000.00	0.00	500,000.00	0.00
	Subtotal		3,002,150.86				3,002,150.86	0.00	3,002,150.86	0.00
TOTAL DISPOSITIONS			6,089,097.66				6,089,097.66	0.00	6,089,097.66	9,570.20
OTHER TRANSACTIONS										
Interest	08/01/2017	3137EADK2	450,000.00	FHLMC Note 1.25% Due 8/1/2019	0.000		2,812.50	0.00	2,812.50	0.00
Interest	08/07/2017	3130A8PK3	455,000.00	FHLB Note 0.625% Due 8/7/2018	0.000		1,421.88	0.00	1,421.88	0.00
Interest	08/08/2017	3135G0TG8	590,000.00	FNMA Note 0.875% Due 2/8/2018	0.000		2,581.25	0.00	2,581.25	0.00
Interest	08/14/2017	084670BL1	285,000.00	Berkshire Hathaway Note 2.1% Due 8/14/2019	0.000		2,992.50	0.00	2,992.50	0.00
Interest	08/17/2017	3135G0N82	440,000.00	FNMA Note 1.25% Due 8/17/2021	0.000		2,750.00	0.00	2,750.00	0.00
Interest	08/18/2017	3130A7CV5	490,000.00	FHLB Note 1.375% Due 2/18/2021	0.000		3,368.75	0.00	3,368.75	0.00
Interest	08/28/2017	3135G0MZ3	545,000.00	FNMA Note 0.875% Due 8/28/2017	0.000		2,384.38	0.00	2,384.38	0.00
Interest	08/31/2017	912828J50	600,000.00	US Treasury Note 1.375% Due 2/29/2020	0.000		4,125.00	0.00	4,125.00	0.00



Transaction Ledger

7/31/17 Thru 8/31/17

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	08/31/2017	912828L32	600,000.00	US Treasury Note 1.375% Due 8/31/2020	0.000		4,125.00	0.00	4,125.00	0.00
	Subtotal		4,455,000.00				26,561.26	0.00	26,561.26	0.00
Dividend	08/02/2017	60934N807	1,544,610.39	Federated Investors Govt Oblig Fund Inst.	0.000		2,497.36	0.00	2,497.36	0.00
	Subtotal		1,544,610.39				2,497.36	0.00	2,497.36	0.00
TOTAL OTHER TRANSACTIONS			5,999,610.39				29,058.62	0.00	29,058.62	0.00

The following page(s) contain the backup material for Agenda Item: Warrant Register #13 for the period of 09/20/17 through 09/26/17 in the amount of \$1,818,430.49.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 07, 2017

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #13 for the period of 09/20/17 through 09/26/17 in the amount of \$1,818,430.49.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 09/20/17 through 09/26/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Palm Engineering	330970	216,078.21	Westside Mobility Improvements
SDG&E	330983	83,646.82	Facilities Division Gas & Electric Utilities
Public Emp Ret System 9212017		229,636.86	Service Period 08/29/17 – 09/11/17

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,818,430.49.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,818,430.49

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register #13



WARRANT REGISTER #13
9/26/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
COUNTY OF SAN DIEGO	CO OF SD SHARE OF PARKING CITATION / AUG 17	330900	9/26/17	8,953.50
CREATIVE IMAGES	STUDIO PHOTO SESSION / MAYOR MORRISON	330901	9/26/17	75.00
GOVERNMENT FINANCE	GFOA 22ND GAAP UPDATE WEBINAR TRAINING	330902	9/26/17	135.00
HEALTH NET	HEALTH NET FOR JULY AND AUG 2017	330903	9/26/17	1,276.52
MARTIN, DEBBIE LYNN	RELOCATION BENEFITS/HOUSING	330905	9/26/17	1,889.06
ACME SAFETY & SUPPLY CORP	15 GLASS BEADS / WASTEWATER PW	330906	9/26/17	489.38
AGUIRRE, C	REIMB NATIONAL DEVELOP COUNCIL TRAINING	330907	9/26/17	1,130.96
ALDEMCO	FOOD / NUTRITION CENTER	330908	9/26/17	3,407.39
ALIGNMENT EXPRESS OF CA INC	AUTO PARTS FOR FLEET	330909	9/26/17	2,188.68
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	330910	9/26/17	620.27
AMEDEE, W	MILEAGE REIMB / ESSENTIAL EOC TRAINING	330911	9/26/17	81.33
BILLIARD DIRECT INC	SERVICE TO BREAK DOWN AND MOVE TABLE	330912	9/26/17	350.00
BOOT WORLD	MOP#64096 SAFETY BOOTS / PW	330914	9/26/17	125.00
BSE ENGINEERING INC	POLICE STATION UPGRADES PROJECT	330916	9/26/17	2,044.65
BULLOCK, S	REIMBURSEMENT / SUPPLIES FOR CSD	330917	9/26/17	372.71
BUSH POWER BRAKE SERVICE	SET BRAKE SHOES / PW	330918	9/26/17	81.56
CALIFORNIA COMMERCIAL SECURITY	MOP#45754 SECURITY SUPPLIES / PW	330919	9/26/17	1,670.96
CALIFORNIA ELECTRIC SUPPLY	MOP# 45698 ELECTRICAL SUPPLIES / PW	330920	9/26/17	487.13
CALIFORNIA ELECTRIC SUPPLY	MOP# 45698 ELECTRICAL SUPPLIES / PW	330921	9/26/17	487.13
CAPPO INC	REGISTRATION FOR 2018 CONFERENCE / LUNT	330922	9/26/17	395.00
CASAS, LAURA	INTERPRETATION SERVICES / CITY COUNCIL	330923	9/26/17	475.00
CHRISTENSEN & SPATH LLP	ATTORNEY SERVICES / HOUSING	330924	9/26/17	731.25
CIRCULATE SAN DIEGO	ACTIVE TRANSPORTATION P.	330925	9/26/17	855.00
CLF WAREHOUSE INC	MOP#80331 AUTO PARTS / PW	330926	9/26/17	195.63
COMMERCIAL AQUATIC SERVICE INC	CHEMICAL SUPPLIES PURCHASES / PW	330927	9/26/17	744.18
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES / JUL 2017	330928	9/26/17	2,322.48
DALEY & HEFT LLP	LIABILITY CLAIM COST	330929	9/26/17	6,102.58
DALEY & HEFT LLP	LIABILITY CLAIM COST	330930	9/26/17	1,468.18
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2018	330931	9/26/17	4,339.79
DAY WIRELESS SYSTEMS (20)	COMMUNICATIONS EQUIPMENT MAINTENANCE	330932	9/26/17	1,331.50
DELIVERY CONCEPTS INC	REPLACE THERMOSTAT	330933	9/26/17	668.57
DELTA DENTAL	COBRA PREMIER DENTAL INS / AUG 2017	330934	9/26/17	90.44
DELTA DENTAL INSURANCE CO	COBRA DENTAL INS PMI / AUG 2017	330935	9/26/17	71.94
DISCOUNT SPECIALTY CHEMICALS	DRY LUBE TEFLON / PW	330936	9/26/17	756.47
D-MAX ENGINEERING	TREE PLANTING GRANT EXPENSES	330937	9/26/17	3,245.00
DUNBAR ARMORED INC	ARMORED SERVICES / FINANCE	330938	9/26/17	245.92
EPIC LAND SOLUTIONS INC	APPRAISAL TO PROJECT #EA17062	330939	9/26/17	2,000.00
ESGIL CORPORATION	PLAN INSPECTIONS FOR BUILDING	330940	9/26/17	11,341.70
FEDEX	BOND AND GRANTS	330941	9/26/17	53.41
FIRE ETC	SUPPLIES FOR FIRE DEPARTMENT	330942	9/26/17	4,093.90
FLYERS ENERGY LLC	MOBIL MOTOR OIL BULK / PW	330943	9/26/17	1,393.06
GAMWELL, M	REIMB NATIONAL DEVELOP COUNCIL TRAINING	330944	9/26/17	200.38
GEOSYNTEC CONSULTANTS INC	PHASE 1 ENVIRONMENTAL REPORT	330945	9/26/17	5,500.00
GOODYEAR TIRE & RUBBER COMPANY	TIRES FOR CITY FLEET FY 2018	330946	9/26/17	1,756.91
GRAINGER	MOP#65179 PAINT / PW	330947	9/26/17	78.55
HARRIS & ASSOCIATES INC	SEWER DESIGN PROJECT	330948	9/26/17	1,350.00
HUB CONSTRUCTION	H CURB COVE TOOL - PW	330949	9/26/17	117.88
INLAND KENWORTH INC	ANIMAL SHELTER FEES / PD	330950	9/26/17	90.00
IRON MOUNTAIN	RECORDS MANAGEMENT / SEP 2017	330951	9/26/17	180.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING / PW	330952	9/26/17	450.00



WARRANT REGISTER #13
9/26/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
KAISER FOUNDATION HEALTH PLANS	KAISER RETIREES INS - COBRA / AUG 2017	330953	9/26/17	2,624.80
LAFRENIERE	MEDIC FEE REIMBURSEMENT	330954	9/26/17	242.50
LASER SAVER INC	MOP 45725. INK CARTRIDGES / CITY CLERKS	330955	9/26/17	130.45
LONG, D	TRAINING ADV SUB HOSTAGE NEGOTIATIONS/ PD	330956	9/26/17	1,173.50
MAINTEX INC	CITY WIDE JANITORIAL SUPPLIES / PW	330957	9/26/17	790.51
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	330958	9/26/17	2,011.44
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	330959	9/26/17	843.15
MELODY WILLIAMMEE	CHAIR YOGA CLASS	330960	9/26/17	135.00
MEMBRENO ARRAZOLA, MARTIN	RELOCATION COSTS OF 124 1/2 E 7TH STREET	330961	9/26/17	1,746.55
MES CALIFORNIA	FIRE EXTINGUISHERS	330962	9/26/17	1,039.19
METRO WASTEWATER JPA	JPA METRO ANNUAL PORTION	330963	9/26/17	27,638.00
MHZ COMMUNICATIONS ENT	PROGRAMMING SOFTWARE	330964	9/26/17	618.40
MOSSY NISSAN	COOLER COMPRESSOR - PW	330965	9/26/17	1,244.79
NATIONAL CITY CHAMBER	REFUND: FACILITY USE APPLICATION RENTAL	330966	9/26/17	50.00
NATIONAL CITY ELECTRIC	CITY WIDE ELECTRICAL MAINTENANCE	330967	9/26/17	1,265.00
ORKIN	PEST CONTROL SERVICES / PW	330968	9/26/17	2,515.00
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES / NUTRITION	330969	9/26/17	485.21
PALM ENGINEERING	WESTSIDE MOBILITY IMPROVEMENTS	330970	9/26/17	216,078.21
PARTS AUTHORITY METRO LLC	MOP#75943 AUTO PARTS / PW	330971	9/26/17	338.61
POWERSTRIDE BATTERY CO INC	MOP# 67839 AUTO PARTS / PW	330972	9/26/17	669.96
PRO BUILD	MOP#45707 GENERAL SUPPLIES / PW	330973	9/26/17	1,670.52
PRO-EDGE KNIFE	KNIFE SHARPING SERVICE / NUTRITION	330974	9/26/17	46.00
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES /PW	330975	9/26/17	373.10
RANDALL LAMB ASSOCIATES INC	ECM COMMISSIONING PROJECT	330976	9/26/17	9,450.00
RED WING SHOES STORE	SAFETY BOOTS / PW	330977	9/26/17	250.00
S & S WELDING	WELDING SERVICES / FLEET PW	330978	9/26/17	492.64
SAM'S ALIGNMENT	MOP#72442 AUTO PARTS / PW	330979	9/26/17	50.00
SAN DIEGO COUNTY ASSESSOR	ARCC / BUILDING RECORDS/ HOUSING	330980	9/26/17	8.00
SAN DIEGO FRICTION PRODUCTS	MOP# 67839 AUTO PARTS / PW	330981	9/26/17	184.23
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES / NUTRITION	330982	9/26/17	2,578.90
SDG&E	FACILITIES DIVISION GAS & ELECTRIC UTILITIES	330983	9/26/17	83,646.82
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	330984	9/26/17	840.85
SITEONE LANDSCAPE SUPPLY LLC	MOP#69277 LANDSCAPE SUPPLIES /PW	330985	9/26/17	1,116.42
SMART & FINAL	MOP 45756. SUPPLIES FOR VOLUNTEER DINNER	330986	9/26/17	307.70
SMART SOURCE OF CALIFORNIA LLC	MOP 63485 / BUS CARDS / HOUSING	330987	9/26/17	36.98
SOUTH BAY WINDOW & GLASS CO	CITY WIDE AUTOMATIC DOOR REPAIRS	330988	9/26/17	385.89
SOUTHERN CALIF TRUCK STOP	MOP# 45758 OIL / FLEET PW	330989	9/26/17	17.40
STAPLES BUSINESS ADVANTAGE	MOP 45707. OFFICE SUPPLIES / CITY CLERK	330990	9/26/17	583.64
SUPERIOR READY MIX	CONCRETE DELIVERY SERVICES / PW	330991	9/26/17	674.21
SWEETWATER AUTHORITY	WASTEWATER DIVISION WATER UTILITIES	330992	9/26/17	418.95
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	330993	9/26/17	2,743.93
T MAN TRAFFIC SUPPLY	MOP# 76666 TRAFFIC SUPPLIES / PW	330994	9/26/17	473.39
TARGET SPECIALTY PRODUCTS	TURF & ORNAMENTAL FIELD SEMINAR - PW	330995	9/26/17	276.00
THE BANK OF NEW YORK MELLON	CUSTODIAN FEE / 4/01/17 - 6/30/17	330996	9/26/17	300.00
THE HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR BUILDINGS / PW	330997	9/26/17	820.00
THE SHERWIN WILLIAMS CO	MOP# 77816 PAINT / PW	330998	9/26/17	285.98
TOPECO PRODUCTS	MOP# 63849 AUTO PARTS / PW	330999	9/26/17	138.95
U S BANK	CREDIT CARD EXPENSES / FIRE	331000	9/26/17	872.87
UNDERGROUND SERVICE ALERT	UNDERGROUND	331001	9/26/17	288.85
UNITED ROTARY BRUSH CORP	MOP# 62883 AUTO PARTS / PW	331002	9/26/17	663.58



WARRANT REGISTER #13
9/26/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
VALLEY INDUSTRIAL SPECIALTIES	MOP# 46453 PLUMBING SUPPLIES / PW	331003	9/26/17	102.40
VALLEY POWER SYSTEMS INC	PARTS- VALVES, PLUG & GASKET / PW	331004	9/26/17	5,586.13
VISION SERVICE PLAN	VISION SERVICE PLAN (CA) SEPT 2017	331005	9/26/17	668.60
VISTA PAINT	TRAFFIC PAINT - STREETS	331006	9/26/17	4,644.33
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES / PW	331007	9/26/17	5,536.11
WESTFLEX INDUSTRIAL	MOP#63850 AUTO SUPPLIES / PW	331008	9/26/17	351.38
YOUNG, J	MEDIC FEE REIMBURSEMENT / FIRE	331009	9/26/17	242.50
A/P Total				467,278.47
 WIRED PAYMENTS				
DEEPNET SECURITY	DUALSHIELD USER LICENSING & SUPPORT	447735	9/26/17	1,619.80
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 08/29/17 - 09/11/17	9212017	9/21/17	229,636.86
 SECTION 8 HAPS				
	Start Date	End Date		
	9/20/2017	9/26/2017		17,276.64
 PAYROLL				
Pay period	Start Date	End Date	Check Date	
20	9/12/2017	9/25/2017	10/4/2017	1,102,618.72
 GRAND TOTAL				<u>\$1,818,430.49</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 7TH OF NOVEMBER 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #14 for the period of 09/27/17 through 10/03/17 in the amount of \$2,018,561.05.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 07, 2017

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #14 for the period of 09/27/17 through 10/03/17 in the amount of \$2,018,561.05.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 09/27/17 through 10/03/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Dick Miller Inc	331050	260,669.17	Plaza Blvd Widening "N" Ave
Health Net Inc	331072	84,914.47	INS R1192A / Oct 2017
Kaiser Foundation	331082	180,371.97	Ins Active Grp# 104220-0002 / Oct 2017
Mile of Cars Assoc	331095	93,391.84	FY 2017 Apportionments #6,7,8,9,10 & 11
Motorola Solutions	331097	81,503.77	P25 Radio Update / Police
Project Professionals	331133	92,057.23	Sewer Line Replacement Project
Springboard CDFI	439686	70,000.00	FTHB Prgm Loan for 104 N Harbison Ave

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$2,018,561.05.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,018,561.05

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register #14



WARRANT REGISTER #14
10/3/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
REGIONAL TRAINING CENTER	INNER VOICE OF LEADERSHIP TRAINING / NSD	331010	10/2/17	125.00
ABLE PATROL & GUARD	SECURITY GUARD SERVICE / LIBRARY	331011	10/2/17	3,363.10
AMAZON	BOOKS / LIBRARY	331012	10/2/17	1,593.03
BAKER & TAYLOR	BOOKS / LIBRARY	331013	10/2/17	1,430.42
BRODART CO	BOOKS / LIBRARY	331014	10/2/17	1,660.40
CALIFORNIA ASSOCIATION OF CODE	CACEO SEMINAR CERT. TEST / NSD	331015	10/2/17	150.00
MIDWEST TAPE	AUDIO VISUAL MATERIALS / LIBRARY	331016	10/2/17	2,390.80
THE SHOPPER INC	PROCESSING SUPPLIES / LIBRARY	331017	10/2/17	813.86
EYECOMM INC	POSTAGE FOR SEWER INCREASE PUBLIC NOTICE	331018	10/3/17	3,857.94
ACCOUNTING UNIT	PUBLIC WORKS YARD - DTSC	331019	10/3/17	3,002.43
ACEDO, I	RETIREE HEALTH BENEFITS / OCT 2017	331020	10/3/17	160.00
ACME SAFETY & SUPPLY CORP	ANCHOR FOR STREET SIGNS / PW	331021	10/3/17	13.76
AFLAC	ACCT BDM36 / OCT 2017	331022	10/3/17	829.42
ANDERSON, E	RETIREE HEALTH BENEFITS / OCT 2017	331023	10/3/17	110.00
ASSOCIATION OF THREAT	CERTIFIED THREAT MANAGER / STANICH / PD	331024	10/3/17	1,125.00
AWARDS BY NAVAJO	ACRYLIC STARS FOR COMMUNITY SERVICE DAY	331025	10/3/17	160.76
BEARD, P	RETIREE HEALTH BENEFITS / OCT 2017	331026	10/3/17	70.00
BECK, L	RETIREE HEALTH BENEFITS / OCT 2017	331027	10/3/17	140.00
BISHOP, R	RETIREE HEALTH BENEFITS / OCT 2017	331028	10/3/17	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS / OCT 2017	331029	10/3/17	260.00
BOOT WORLD	MOP#64096 SAFETY BOOTS - PW	331030	10/3/17	183.43
BOYS & GIRLS CLUB OF SD	FALL HARVEST BRUNCH/CM RIOS/2017	331031	10/3/17	25.00
BROADWAY AUTO GLASS	TOP SIDE GLASS / PW	331032	10/3/17	120.00
BULL, P	RETIREE HEALTH BENEFITS / OCT 2017	331033	10/3/17	580.00
C A P F	FIRE LTD / OCT 2017	331034	10/3/17	931.00
CALIFORNIA LAW ENFORCEMENT	PD LTD / OCT 2017	331035	10/3/17	2,058.00
CARRILLO, R	RETIREE HEALTH BENEFITS / OCT 2017	331036	10/3/17	290.00
CHRISTENSEN & SPATH LLP	ATTORNEY SERVICES / HOUSING	331037	10/3/17	225.00
COLE, L	RETIREE HEALTH BENEFITS / OCT 2017	331038	10/3/17	165.00
COLLINSON, C	RETIREE HEALTH BENEFITS / OCT 2017	331039	10/3/17	420.00
COMMERCIAL AQUATIC SERVICE INC	CHEMICAL SUPPLIES FOR POOL / PW	331040	10/3/17	820.71
CONDON, D	RETIREE HEALTH BENEFITS / OCT 2017	331041	10/3/17	280.00
CORPUZ, T	RETIREE HEALTH BENEFITS / OCT 2017	331042	10/3/17	140.00
COUNTY OF SAN DIEGO	LAFCO COST FOR FY 2017-2018	331043	10/3/17	24,288.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS / OCT 2017	331044	10/3/17	250.00
DELTA DENTAL	DENTAL INS PREMIER / OCT 2017	331045	10/3/17	15,712.50
DELTA DENTAL INSURANCE CO	PMI DENTAL INS / OCT 2017	331046	10/3/17	2,839.32
DESROCHERS, P	RETIREE HEALTH BENEFITS / OCT 2017	331047	10/3/17	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS / OCT 2017	331048	10/3/17	70.00
DIAZ, M	RETIREE HEALTH BENEFITS / OCT 2017	331049	10/3/17	680.00
DICK MILLER INC	PLAZA BLVD. WIDENING "N" AVE	331050	10/3/17	260,669.17
DILLARD, S	RETIREE HEALTH BENEFITS / OCT 2017	331051	10/3/17	480.00
DREDGE, J	RETIREE HEALTH BENEFITS / OCT 2017	331052	10/3/17	250.00
EISER III, G	RETIREE HEALTH BENEFITS / OCT 2017	331053	10/3/17	250.00
ENSAFE INC	2020 HOOVER AVE. PROJECT	331054	10/3/17	3,330.00
FABINSKI, D	RETIREE HEALTH BENEFITS / OCT 2017	331055	10/3/17	220.00
FEDEX	FEDEX SHIPMENT - S A	331056	10/3/17	40.11
FERGUSON ENTERPRISES INC	MOP#45723 PLUMBING SUPPLIES / PW	331057	10/3/17	230.96
FIFIELD, K	RETIREE HEALTH BENEFITS / OCT 2017	331058	10/3/17	540.00
FIRE PREVENTION SERVICES INC	REIMB - FIRE PREVENTION SVCS/WEED ABATEM	331059	10/3/17	10,598.53



WARRANT REGISTER #14
10/3/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
FUN EXPRESS LLC	CRAFT SUPPLIES FOR YOGA EVENT / CSD	331060	10/3/17	141.36
GELSKEY, K	RETIREE HEALTH BENEFITS / OCT 2017	331061	10/3/17	115.00
GEORGE H WATERS NUTRITION CTR	NEIGHBORHOOD COUNCIL BREAKFAST/CMO/SEPT	331062	10/3/17	1,062.50
GIBBS JR, R	RETIREE HEALTH BENEFITS / OCT 2017	331063	10/3/17	120.00
GONZALES, M	RETIREE HEALTH BENEFITS / OCT 2017	331064	10/3/17	480.00
GRAINGER	PORT AIR CONDITIONER - PW	331065	10/3/17	12,420.81
HANSON, E	RETIREE HEALTH BENEFITS / OCT 2017	331066	10/3/17	135.00
HARLAN, M	RETIREE HEALTH BENEFITS / OCT 2017	331067	10/3/17	500.00
HAUG, S	RETIREE HEALTH BENEFITS / OCT 2017	331068	10/3/17	120.00
HEALTH NET	FULL NETWORK 57135A / OCT 2017	331069	10/3/17	5,760.99
HEALTH NET	INS N7176F / OCT 2017	331070	10/3/17	1,470.86
HEALTH NET	HEALTH INS N7177A / OCT 2017	331071	10/3/17	1,141.24
HEALTH NET INC	INS R1192A / OCT 2017	331072	10/3/17	84,914.47
HERNANDEZ, R	RETIREE HEALTH BENEFITS / OCT 2017	331073	10/3/17	400.00
HODGES, E	RETIREE HEALTH BENEFITS / OCT 2017	331074	10/3/17	200.00
HONDO, E	RETIREE HEALTH BENEFITS / OCT 2017	331075	10/3/17	110.00
HUDSON SAFE T LITE RENTALS	ASPHALT IN A CAN SUPPLIES PW	331076	10/3/17	285.78
IBARRA, J	RETIREE HEALTH BENEFITS / OCT 2017	331077	10/3/17	780.00
INNOVATIVE CONSTRUCTION	EARLE DR. STORM DRAIN PROJECT	331078	10/3/17	450.00
JAMES, R	RETIREE HEALTH BENEFITS / OCT 2017	331079	10/3/17	140.00
JUNIEL, R	RETIREE HEALTH BENEFITS / OCT 2017	331080	10/3/17	50.00
KABOOM INC	PLAYGROUND EQUIPMENT AT LAS PALMAS PARK	331081	10/3/17	8,500.00
KAISER FOUNDATION HEALTH PLANS	INS ACTIVE GRP #104220-0002 / OCT 2017	331082	10/3/17	180,371.97
KAISER FOUNDATION HEALTH PLANS	RETIREE INS (DED THRU CALPERS) OCT 2017	331083	10/3/17	19,932.42
KAISER FOUNDATION HEALTH PLANS	RETIREE INS / OCT 2017	331084	10/3/17	7,296.40
KAISER FOUNDATION HEALTH PLANS	HD S A INS GRP #104220-0005 / OCT 2017	331085	10/3/17	3,753.72
KAMPS PROPANE INC	FIRE PERMIT FEE REFUND	331086	10/3/17	860.00
KIMBLE, R	RETIREE HEALTH BENEFITS / OCT 2017	331087	10/3/17	300.00
LANDA, A	RETIREE HEALTH BENEFITS / OCT 2017	331088	10/3/17	155.00
LIMFUECO, M	RETIREE HEALTH BENEFITS / OCT 2017	331089	10/3/17	160.00
MASON'S SAW	LANDSCAPE SUPPLIES / PARKS	331090	10/3/17	575.65
MATIENZO, M	RETIREE HEALTH BENEFITS / OCT 2017	331091	10/3/17	100.00
MC CABE, T	RETIREE HEALTH BENEFITS / OCT 2017	331092	10/3/17	280.00
MEDINA, R	RETIREE HEALTH BENEFITS / OCT 2017	331093	10/3/17	105.00
MEYERS NAVE	LEGAL SERVICES FOR AMORTIZATION	331094	10/3/17	170.00
MILE OF CARS ASSOCIATION	FY 17 APPORTIONMENTS #6,7,8,9,10 & 11	331095	10/3/17	93,391.84
MINER, D	RETIREE HEALTH BENEFITS / OCT 2017	331096	10/3/17	580.00
MOTOROLA SOLUTIONS INC	P25 RADIO UPDATE / POLICE	331097	10/3/17	81,503.77
MYERS, B	RETIREE HEALTH BENEFITS / OCT 2017	331098	10/3/17	140.00
NATIONAL CITY CAR WASH	CAR WASH SERVICES FOR CITY FLEET FY 2018	331099	10/3/17	590.00
NATIONAL CITY CHAMBER	NCCC MEMBERSHIP BREAKFAST / CM RIOS / AUG	331100	10/3/17	15.00
NATIONAL CITY ELECTRIC	CITY WIDE ELECTRICAL MAINTENANCE / PW	331101	10/3/17	2,450.00
NOTEWARE, D	RETIREE HEALTH BENEFITS / OCT 2017	331102	10/3/17	120.00
OFFICE SOLUTIONS BUSINESS	RAVINO BIG & TALL SERIES HIGH-BACK CHAIR	331103	10/3/17	307.76
OLIVARES, G	RETIREE HEALTH BENEFITS / OCT 2017	331104	10/3/17	280.00
OPPER, RICHARD G	LEGAL SERVICES - S A	331105	10/3/17	650.00
PALM ENGINEERING	EARLE DR. STORM DRAIN REPAIR	331106	10/3/17	4,163.91
PAUU JR, P	RETIREE HEALTH BENEFITS / OCT 2017	331107	10/3/17	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS / OCT 2017	331108	10/3/17	140.00
PERMA VAULT SAFE CO	SAFES FOR MLK AND CAMACHO / CSD	331109	10/3/17	1,261.00



WARRANT REGISTER #14
10/3/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PETERS, S	RETIREE HEALTH BENEFITS / OCT 2017	331110	10/3/17	290.00
POST, R	RETIREE HEALTH BENEFITS / OCT 2017	331111	10/3/17	280.00
PRO BUILD	MOP# 45707 TRAFFIC SUPPLIES / PW	331112	10/3/17	330.61
PROJECT PROFESSIONALS CORP	SEWER LINE REPLACEMENT PROJECT	331113	10/3/17	92,057.23
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SVC / PW	331114	10/3/17	344.78
RAY, S	RETIREE HEALTH BENEFITS / OCT 2017	331115	10/3/17	190.00
RED WING SHOES STORE	SAFETY BOOTS / PW	331116	10/3/17	125.00
RELIANCE STANDARD	VOLUNTARY LIFE INS / OCT 2017	331117	10/3/17	3,149.15
RELY ENVIRONMENTAL	HAZARDOUS WASTE / ENG	331118	10/3/17	4,882.00
ROADLINE PRODUCTS INC	PISTON SEAT ASSEMBLY / PW	331119	10/3/17	360.28
ROARK, L	RETIREE HEALTH BENEFITS / OCT 2017	331120	10/3/17	135.00
RUIZ, J	RETIREE HEALTH BENEFITS / OCT 2017	331121	10/3/17	310.00
SAN DIEGO UNION TRIBUNE	PUBLIC NOTICES - CITY CLERKS OFFICE	331122	10/3/17	736.20
SANCHEZ, L	RETIREE HEALTH BENEFITS / OCT 2017	331123	10/3/17	330.00
SASI	MONTHLY TRUST ACCOUNTING / DEBIT CHARGES	331124	10/3/17	71.00
SCST INC	PLAZA BLVD, N AVE TO HIGHLAND PROJECT	331125	10/3/17	5,607.36
SDG&E	UTILITIES - 130 E 8TH STREET	331126	10/3/17	166.45
SERVATIUS, J	RETIREE HEALTH BENEFITS / OCT 2017	331127	10/3/17	340.00
SHORT, C	RETIREE HEALTH BENEFITS / OCT 2017	331128	10/3/17	300.00
SMART SOURCE OF CALIFORNIA LLC	MOP# 63845. BUSINESS CARDS / NSD	331129	10/3/17	73.95
SMITH, J	RETIREE HEALTH BENEFITS / OCT 2017	331130	10/3/17	320.00
SOUTH COAST EMERGENCY	SEAT BELT FOR CITY / PW	331131	10/3/17	1,332.86
SOUTHWEST SIGNAL SERVICE	LIGHTING SERVICES / PW	331132	10/3/17	18,485.51
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / ENGINEERING	331133	10/3/17	528.93
STEWART, W	RETIREE HEALTH BENEFITS / OCT 2017	331134	10/3/17	200.00
STRASEN, W	RETIREE HEALTH BENEFITS / OCT 2017	331135	10/3/17	135.00
SUPERIOR READY MIX	COLD MIX ASPHALTS / PW	331136	10/3/17	301.70
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER UTILITIES	331138	10/3/17	44,932.17
SWEETWATER AUTHORITY	SWEETWATER AUTHORITY - 500 E PLAZA BLVD.	331139	10/3/17	27.54
THE HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES FOR BUILDINGS / PW	331140	10/3/17	970.15
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D, STD, LTD INS / OCT 2017	331141	10/3/17	10,062.97
THE SHERWIN WILLIAMS CO	MOP# 77816. PAINT SUPPLIES/ NSD	331142	10/3/17	646.84
TIPTON, B	RETIREE HEALTH BENEFITS / OCT 2017	331143	10/3/17	250.00
TODD PIPE & SUPPLY LLC	CITY WIDE PLUMBING MATERIALS / PW	331144	10/3/17	636.77
U S BANK	CREDIT CARD EXPENSES / PLANNING	331145	10/3/17	1,085.96
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 PLUMBING SUPPLIES / PW	331146	10/3/17	346.51
VERRY, L	RETIREE HEALTH BENEFITS / OCT 2017	331147	10/3/17	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS / OCT 2017	331148	10/3/17	480.00
WHITE, J	RETIREE HEALTH BENEFITS / OCT 2017	331149	10/3/17	230.00
BRIGGS LAW CORPORATION	LIABILITY CLAIM COST	331151	10/3/17	22,500.00

A/P Total 1,081,286.02

WIRED PAYMENTS

UNION BANK OF CALIFORNIA	AUG 2017 THRU JUL 2018 ADMIN FEES	392817	10/3/17	1,165.00
SPRINGBOARD CDFI	FTHB PROGRAM LOAN FOR 104 N HARBISON AVE	439686	9/27/17	70,000.00

SECTION 8 HAPS

Start Date
9/27/2017

End Date
10/3/2017

866,110.03

179 of 224

GRAND TOTAL

\$2,018,561.05

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 7TH OF NOVEMBER 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City amending City Council Policy #901, to clarify procedures for the disposition of surplus real property and for the sale, lease, and rental of City-owned real property. (Housing & Economic Develop

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 7, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City amending City Council Policy #901, to clarify procedures for the disposition of surplus real property and for the sale, lease, and rental of City-owned real property.

PREPARED BY: Carlos Aguirre, Housing &
Economic Dev. Manager

DEPARTMENT: Housing & Economic
Development

PHONE: 619 336-4391

APPROVED BY: 

EXPLANATION:

The City of National City is owner of substantial real property which is used for various municipal purposes. As public service needs change, the requirements for these properties may be revised and, on occasion, certain parcels may be in excess of the City's current need. This requires that each individual site be reviewed in terms of its potential for future public use, as well as its potential economic benefit to the City. It is the purpose of this policy 1) to establish a procedure by which unused and marginally used City-owned real estate is reviewed for its potential public use, and for designating unneeded parcels for lease or sale; 2) to provide methodology for the sale or exchange of City-owned real estate and 3) to establish policies for the leasing and rental of City-owned real property.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

The amendment to the Policy is not considered a project as defined by the California Environmental Quality Act (CEQA), and is therefore not subject to CEQA.

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Current Policy 901
2. Proposed Policy 901
3. Resolution

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Sale of Surplus Real Property	POLICY # 901
ADOPTED: June 19, 1984	AMENDED: August 14, 1990

Purpose

To establish a policy and procedure for the sale of surplus property and use of the proceeds from that sale.

Policy

The following steps are to be followed to sale City-owned pieces of property:

1. Obtain other City Departments' comments for the sale of the property.
2. Secure preliminary title reports for the property.
3. Prepare plats and legal descriptions for the property.
4. Request the City Council (Real Estate committee) to declare the property surplus and direct the staff to sell it.
5. If applicable, send a written offer to sell or lease the property to the other government agencies (Government Code Section 54222).
6. Order a letter of appraisal for the property from a licensed appraiser.
7. Order CLTA title insurance policy for the property to be sold.
8. Prepare the advertising and bid packages for the marketable properties, and request the City Council's approval to proceed with the advertisement of the marketable properties.
9. Advertise the sale of marketable properties.
10. Prepare a final report to the City Council providing information on the results of the bid opening or the negotiations.
11. Obtain approval from the City Council to enter into an escrow to sell the property. Unless otherwise specified in the offer, or in the bid package, the City will open a normal escrow where the City will pay for the cost of the title insurance, and one-half of the escrow fee.

TITLE: Sale of Surplus Real Property	POLICY # 901
ADOPTED: June 19, 1984	AMENDED: August 14, 1990

The proceeds from the sale will be spent on beautification or improvement projects throughout the City.

Related Policy References

None

ORIGINAL

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Management of Real Property (Sale, Lease, Rental, Surplus)	POLICY # 901
ADOPTED: June 19, 1984	AMENDED: November 7, 2017

Background:

The City of National City is owner of substantial real property which is used for various municipal purposes. As public service needs change, the requirements for these properties may be revised and, on occasion, certain parcels may be in excess of the City's current need. This requires that each individual site be reviewed in terms of its potential for future public use, as well as its potential economic benefit to the City.

The proceeds from the sale and lease of City-owned lands and the revenues generated from leases are normally utilized for General Fund purposes unless the property sold or leased belonged to a restricted program.

Purpose:

It is the purpose of this policy 1) to establish a procedure by which unused and marginally used City-owned real estate is reviewed for its potential public use, and for designating unneeded parcels for lease or sale; 2) to provide methodology for the sale or exchange of City-owned real estate and 3) to establish policies for the leasing of City-owned real property.

Policy:

It is the City's policy to manage its real estate assets so that municipal needs which rely on these assets may be properly implemented. It is not the City's policy to speculate in real estate. The City Council will review City-owned real estate not used for municipal purposes and determine the appropriate use of the property. Those properties not needed for either City or public use within the foreseeable future, may be made available for lease or sale.

The City shall optimize the sale price or lease rent from City-owned real estate based on relevant factors, including 1) an appraisal reflecting current market value when either a transaction or authorization to sell or lease is presented to the City Council, 2) prevailing economic conditions and market trends, and 3) any special benefits to accrue from the sale or lease.

The City shall seek market value for its properties. Discounts will not be negotiated unless an extraordinary need or circumstance is recognized by Council Resolution setting forth the amount of the discount from appraised value and the public purpose served in justification of the discount.

**TITLE: Management of Real Property
(Sale, Lease, Rental, Surplus)**

POLICY # 901

ADOPTED: June 19, 1984

AMENDED: November 7, 2017

City staff under the direction of City Manager shall prepare and present to the City Council a comprehensive Property Management Plan with periodic reviews as needed, and updates to the City Council. The Property Management Plan shall include an overall review of the City's real estate portfolio (or inventory), an operating plan for corporate property, a disposition plan for surplus property, market research to support anticipated transactions and a request for authority to act within defined parameters (as described in this policy).

The major elements of the property management plan are to include:

- Property evaluation and characterization of real estate assets
- Strategy for City occupied real estate
- Investment Portfolio Plan (leases to for-profit tenants)
- Review of Not-for-profit leases
- Disposition Plan for surplus assets
- Business Case development review to support proposed transactions
- Legal document development and review

Procedure for sale of City owned Real Estate:

A. Real Estate Review

As part of an overall property management plan for the City's real estate assets, staff will review the City's property inventory to determine which properties are no longer needed for public facilities or to support the elements of the General Plan and whose disposition will provide a greater public benefit.

A City-owned property may become available for sale if:

- The property is not currently used by the City or does not support a municipal function.
- The property is vacant and has no foreseeable use by the City.
- The property is a non-performing or under-performing asset and greater value can be generated by its sale.
- Significant economic development opportunities can be generated by selling the property.

Factors to be considered in determining whether a property should be sold include:

- Will the City be relieved of potential liabilities and/or cost of maintaining property that does not generate income or provide public benefit?
- Property tax increment that will be created by returning the properties to the tax rolls.

TITLE: Management of Real Property (Sale, Lease, Rental, Surplus)	POLICY # 901
ADOPTED: June 19, 1984	AMENDED: November 7, 2017

- Stimulation of the economy by providing opportunities for private sector investment.
- Generation of revenue.
- The sale of the property will generate greater economic value than a ground lease, if a ground lease is a feasible option.

B. Governmental Clearance Process

Government Code Section 54222 requires that a local agency proposing to dispose of surplus property must first notify all governmental agencies operating within the City as to the availability of the property. The agencies are given 60 days to respond with an intent to acquire, if not, the property may be deemed cleared for public sale.

Regarding the list of properties for sale:

- Governmental agencies are regularly contacted as the surplus list is updated.
- City departments are individually contacted as the surplus list is updated.
- Council members are given a preliminary review and opportunity to comment on foreseeable uses for the property.

C. Approval Process

- City-owned properties that have been identified by the City Manager as candidates for sale will be presented to the City Council for approval to be sold. If a property is of a type and location that would make a ground lease feasible, an economic analysis of the benefits of lease vs. sale will be conducted.
- If City Council determines that the property may be sold, it shall authorize City Manager to sell the property for a price equal to or greater than a minimum price established by a current (less than six months old) appraisal. The authorization to sell the property will be valid for twelve months from the date of City Council action.
- The City Manager or designee may enter into purchase and sale agreements, close escrows and execute and deliver grant deeds to the purchasers of the properties at prices equal to or greater than the minimum price approved by City Council on terms and conditions deemed reasonable, and in the City's best interests.
- City Manager or designee will provide a report to the City Council, regarding the price, terms, and conditions of all transactions.
- Properties that cannot be sold at a price equal to or greater than the minimum price approved by Council will be returned to Council for further consideration prior to disposition. Council approval will be required to sell a property at a price less than the minimum price previously approved by the City Council.

**TITLE: Management of Real Property
(Sale, Lease, Rental, Surplus)**

POLICY # 901

ADOPTED: June 19, 1984

AMENDED: November 7, 2017

D. Method of Sale

Properties may be sold by any method allowed by City Council Policy. This includes direct negotiation, request for proposal, listing with a broker, sealed bid, auction or other appropriate method as determined by the City Council. Possible method of sale for all properties will be included in the enabling resolution authorizing their sales.

E. Marketing

Properties offered for sale shall receive the widest possible exposure to the open market place. This may be accomplished through direct marketing techniques, such as requests for proposals (RFPs), advertising, exposure through the real estate media, posting the property on the multiple listing service or any other appropriate method. When appropriate, properties may be listed for sale with qualified real estate brokers. The authorization to utilize the services of a real estate broker will be contained in the enabling resolution.

F. Real Estate Brokers

Real estate brokers may be used to represent the City in the sale of its properties. Brokers will be selected for individual assignments through Requests for Proposals (RFP) or Requests for Qualifications (RFQ) and a subsequent bid or other methods that result in the City receiving the services of a qualified broker at the best value to the City. The maximum approved commission rate will be contained in the enabling resolution for the property's sale. If the property is listed with a broker, the City reserves the right to exclude from the listing agreement potential buyers whose interest in purchasing a subject property has been made a part of the record prior to the execution of such agreement.

G. Exclusively Negotiated Sales

It will be the City's policy to insure the highest price for its real estate by pursuing open market transactions. However, on certain occasions, an exclusively negotiated sale may be justified as applicable and may be approved under one of the following conditions:

1. When a parcel is landlocked.
2. When the sale is to a contiguous owner.
3. When a fee interest in a pipeline or other right-of-way is no longer required, it may be sold to a contiguous owner. A restrictive pipeline easement of adequate width or other required easements will be reserved from said sale.
4. When other governmental, public and quasi-public agencies submit acquisition proposals a sale may be consummated. These agencies shall include but not be limited to: Federal, State, and County agencies; school districts, special districts, and regulated utility companies.

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5. When qualified non-profit institutional organizations offer to purchase City-owned land, a negotiated sale may be consummated at fair market value providing there is: 1) a development commitment, and 2) a right to repurchase or a reversion upon a condition subsequent. Institutional organizations such as places of public assembly, hospitals, extended care facilities, private schools and community service organizations are required to develop under the City's conditional use permit procedure.
6. When a property has been offered by public auction and no acceptable bids were received, it may be sold on a negotiated basis to any applicant submitting an acceptable offer within six months following the date of auction.
7. Real property exchanges may be consummated by direct negotiation. However, exchanges will be considered only with other governmental agencies or when there is an advantage to the City.

H. Rezoning

Prior to completion of the sales transaction, City land shall be considered for rezoning in accordance with the General Plan, existing community plans or other City Council direction if a higher sale price will result. Also, all unnecessary easements affecting title to the property shall be removed if this will result in a commensurate increase in value.

I. Easements

The City will receive current fair market value for the removal of restrictive easements or access rights previously paid for by the City or other governmental agency or reserved in a sale of City property.

J. Priority Handling

Since time is of essence in land transactions, all such actions by the City Council and staff shall be given the highest priority and special handling.

K. Public Utilities Installed by Private Entities

The applicant for the use of unimproved City land for public purposes, such as streets, sewers, and other public utilities, shall compensate the City for the fair market value of the rights to be granted by the City. The amount of compensation shall be established by appraisal.

Procedure for leasing City-owned Real Property

The City of National City has a very diverse real estate portfolio. While the policies herein are to act as the standard that governs most leases, the City acknowledges that parts of its leasing portfolio have specialized needs or restrictions. In these cases, this policy will act as a framework for a sub-policy that will govern a specific area. Should a

TITLE: Management of Real Property (Sale, Lease, Rental, Surplus)	POLICY # 901
ADOPTED: June 19, 1984	AMENDED: November 7, 2017

conflict arise between the framework policy and the sub-policy, the sub-policy will govern.

A. Criteria for Leasing

City property shall be considered for leasing when one or more of the following criteria apply:

1. The property is not required for current municipal use, but is to be held for possible future use and can be leased as an interim measure.
2. The property can only be leased because of legal restraints. For example, property held under Tideland trust grants or as dedicated parks.
3. The City requires substantial control over development, use and reuse of the property.
4. The property has the immediate potential of a high return to the City because of its high demand and type of use, such as commercial and industrial land.
5. The property can be efficiently utilized by a provider of services needed by the City.
6. The property can be leased to promote a substantial economic development opportunity.

B. Property Management Plan

The City Council may approve the execution of lease transactions that meet the terms of the City's asset strategy for a particular property previously approved by City Council in an overall Property Management Plan. Negotiated transactions that fall outside of the parameters of an approved Property Management Plan either will be submitted individually for City Council approval, or deferred until the next periodic update and approval of the plan.

C. Lessee Selection for New Leases

Competitive offers for lease of City property shall be solicited from the open market place. This may be accomplished through a number of marketing techniques, such as Request for Proposals (RFPs), a marketing subscription system, direct advertising, use of a Multiple Listing Service (MLS), listing with a broker, posting the property and any other appropriate means.

In certain limited situations, the City may exclusively consider a single proposal for lease of City property. Potential lessees wishing to exclusively negotiate with the City must submit for City staff review a business case with sufficient justification as to how it is capable of optimizing the use of the property and return to the City, thereby negating the need for a competitive process. This information will be included when the lease transaction is presented for City Council approval.

**TITLE: Management of Real Property
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POLICY # 901

ADOPTED: June 19, 1984

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Leasehold proposals shall be evaluated in terms of:

1. The degree to which the proposed use is in compliance with the City's strategic plan for the property.
2. In terms of the amount of consideration offered in the form of rent.
3. In terms of the financial feasibility of the proposal.
4. The capability, expertise and experience of the potential lessee with respect to the proposed leasehold development and operation.
5. If new development is proposed, a development plan that includes a description of the development team and its qualifications.
6. The details of each person or entity that will have an interest in the proposed lease
7. Special public benefits to be derived (if any).

D. Rate of Return

The City shall obtain fair market rents for its leases commensurate with the highest and best use of the property. The fair market rent shall be based on an appraisal that complies with the definition of Market Rent found in the Uniform Standards of Professional Appraisal Practice (USPAP) published by the Appraisal Foundation. The appraisal shall be no more than six months old at the time the lease transaction is presented for City Council approval. If the cost of an appraisal is not justified by the anticipated rents, the City may choose an alternative method to establish rent. City leases shall contain terms and conditions which will sustain a fair rate of return throughout the duration of the lease.

E. Rental Terms

Rental terms may be negotiated on the basis of fixed rates (flat rent leases) or percentages of the lessee's gross income derived from business conducted on the property, with a provision for a minimum rental (percentage leases).

F. Percentage Leases

Minimum Rent

The minimum rent component for a new percentage lease shall be set at no less than eighty percent (80%) of the fair market rent as defined above. In certain cases, a portion of the minimum rent may be abated for new construction or redevelopment on the leasehold. The minimum rent shall be adjusted upward throughout the duration of the lease at intervals of not more than every five (5) years to reflect no less than eighty percent (80%) of the average annual rent actually paid or accrued during the three (3) years preceding the adjustment. In no event shall the adjusted minimum rent be less than the minimum rent in existence immediately preceding the adjustment.

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ADOPTED: June 19, 1984

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Percentage Rates

Percentage leases shall provide for adjustments of percentages rates every five (5) years to current fair market rates as established by appraisals of prevailing market percentage rates primarily within the Southern California area.

G. Flat Rate Leases

Market Rate Adjustments

Flat rate leases shall provide for upward adjustment of rent every five (5) years to current fair market rent.

Consumer Price Index Adjustments

Flat rate leases shall provide for upward adjustment of rent in the interval term between market rate adjustments by changes in the consumer price index. The index used for consumer price index adjustments will be the All Urban Consumers index for Los Angeles - Riverside - Orange County, California with a base year of 1982-84. If the U.S. Department of Labor indices are no longer published, another substitute index generally recognized as authoritative will be used. Flat rate leases may include pre-determined periodic increases to rent instead of consumer price index adjustments. These periodic increases would occur at least every five (5) years.

H. Rent Arbitration

Leases shall provide for binding arbitration when the City and lessee cannot agree on the new rent for a rental period under review. The City and lessee shall each select a professional independent real estate appraiser who in turn will select a third independent real estate appraiser to determine the fair market rent. If the two selected appraisers fail to mutually select a third appraiser, then the third appraiser will be appointed in accordance with the rules of the American Arbitration Association. The City and lessee shall pay the cost of its own selected appraiser and equally share the cost of the third appraiser.

I. Appraisal Assumptions

City leases shall include a definition of the fair market value to be used to adjust rent and an identification of the premise for that value. In establishing the fair market value of leased property, any appraisal shall consider the property as a fee simple absolute estate and as vacant and available for lease or sale for the authorized purposes of the lease at the commencement of the rental period under review. Rates established for purposes of periodic percentage rental adjustments shall not consider any abatement as may be appropriate in a "new" development of vacant land. It shall also be assumed that all

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required regulatory approvals to permit the use authorized in the lease have been obtained.

J. Lease Term

Short-Term Lease

The City Manager, at all times, shall have power, without advertising, notice, or competitive bidding, and upon such terms as the City Council may deem proper, to lease any City property for a term of three (3) years or less (short-term lease). The City Council will be notified of a short-term lease not later than fifteen (15) days following its execution. A short-term lease may not be renewed without approval of the City Council. The City Manager, or designee may also execute rental agreements covering up to eighteen (18) months for tenant occupancy of City-owned residential housing.

Long-Term Lease

A lease in excess of three (3) years requires a resolution passed by a majority vote of all members of the City Council. The length of lease term shall be based on the level of capital improvements to be made by the lessee and the economic life expectancy of the development. These factors can be determined utilizing cost estimating and economic life expectancy resources such as tables provided by Marshall Valuation Service. The City may consider other relevant information in determining if a longer lease term is warranted, such as if the proposed leasehold development is expected to generate above average returns to the City or significantly improve the quality of the property. A lease shall not exceed 55 years unless the conditions set forth in Government Code section 37380(b) are met,

K. Lease Amendments

Amendments to long-term leases require City Council approval. The City's agreement to an amendment may be contingent upon updating sections of the lease to incorporate current City standard lease provisions and an adjustment to fair market rent.

L. Subleases

A lessee may sublease all or part of the leased property to a qualified sub-lessee subject to approval by the City. No sublease shall be approved which would be detrimental to the City's rights under the master lease or for a use that is not consistent with uses allowed by the master lease. The City Manager may authorize subleases which meet these conditions and which do not require amendment of the master lease. Unless special circumstances

**TITLE: Management of Real Property
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ADOPTED: June 19, 1984

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exist. Leases shall provide for the City to receive a minimum of fifty percent (50%) of the incremental gross rental revenues due to the lessee from subleases.

M. Leasehold Financing

The City will not subordinate its fee interest to encumbrances placed against any leasehold by a lessee. The City Council may approve appropriate financial encumbrances of the leasehold interest, which provide that all loan proceeds are used for authorized improvement of the property until the leasehold is fully developed in accordance with the lease. City staff shall take appropriate steps to review the proposed financing and insure that loan proceeds go into the leasehold. Maximum loan proceeds shall not be in excess of seventy-five percent (75%) loan-to-value, where "value" refers to the leasehold improvements, as determined by a lender's appraisal which has been reviewed and approved by City staff. The loan term shall not exceed the term of the lease.

Loans or refinancing in the form of encumbrances against the lease for the purpose of reducing equity or financing the sale of leasehold interest will not be allowed until the property is fully developed for uses authorized in the lease. After the property is developed, such financing may be permitted so long as there is also substantial benefit to be gained by the City. This may take the form of either a percentage share of the loan proceeds or an upward adjustment to the rent. Either of which shall be based on commercially reasonable comparables found in the market.

N. Leasehold Improvements

Leasehold improvements installed by lessees shall be removed at the lease termination without cost to the City, or will revert to the City, at the City's option. All leasehold improvements and alterations require prior written approval of the City Council.

O. Maintenance and Utilities Responsibility

City leases shall require the lessee to maintain all improvements on the property at its own expense and be responsible for the cost of all utilities. Leases for multi-tenanted space shall include specific requirements delineating appropriate responsibilities.

P. Lease Audits

All percentage leases shall be audited by the City's Finance Department in the first year of operation to establish proper reporting procedures and at least once every three (3) years thereafter. More frequent audits may be made if appropriate. The City shall reserve the right to audit all other leases and agreements subject to this Council Policy, if determined to be warranted by the City's Finance Department.

**TITLE: Management of Real Property
(Sale, Lease, Rental, Surplus)**

POLICY # 901

ADOPTED: June 19, 1984

AMENDED: November 7, 2017

Q. Leasehold Assignments

Requests for assignment of leasehold interest shall be evaluated on the same basis as the criteria used in evaluating a leasehold proposal. The City Manager may authorize assignments which do not require amendment of the master lease. Consent may be contingent on the payment of additional consideration to the City, either as a percentage share of the purchase price of the leasehold interest or an upward adjustment to the rent. Either of which shall be based on commercially reasonable comparables found in the market. If new financing is involved in the sale, the requirements of 'Leasehold Financing' shall apply.

R. Lease Extensions & Renewals

Requests from existing lessees for lease extensions or renewals may be considered if such proposals promote capital investment and redevelopment of City property. Whenever an existing lessee is seeking renewal of an expiring long-term lease that is not contemplated in a previously approved property management plan, the City Manager will bring the issue before the applicable City Council Committee with an appropriate recommendation. In addition to the criteria used to assess new lease proposals, City staff also will review the lessee's history with respect to: maintenance of the property; compliance with existing lease terms; prompt rent payments; and a rental return consistent with maximizing the property's full potential.

The lessee must propose capital investment that: will increase the value or the useful life of the leasehold improvements by an amount more than can be reasonably amortized over the remaining lease term; is not recurring in nature; and is at least ten percent (10%) or more of the value of the existing improvements. It specifically should exclude expenditures to correct deferred maintenance and expenditures for repairs to keep the existing improvements in good condition. The length of any extended lease term shall be calculated by the same method used for calculating the length of new leases.

S. City's Interest in Leasehold Improvements

City lease agreements provide the City the right to assume ownership of the leasehold improvements at the end of the lease. The value of the City's interest in the leasehold improvements can be appraised using widely accepted appraisal methods. In the event the City grants a lessee a lease extension, the City shall be compensated by an amount equal to the change in present value attributable to the deferral of its interest in the leasehold improvements. This amount either can be paid as an upfront payment at the beginning of the extended term or amortized over time with appropriate interest applied. The City shall offset from the value of its interest in the leasehold improvements any increased economic benefit derived from an extended lease. The City shall not receive any

TITLE: Management of Real Property (Sale, Lease, Rental, Surplus)	POLICY # 901
ADOPTED: June 19, 1984	AMENDED: November 7, 2017

compensation for its interest in the leasehold improvements on leases extended prior to the last twenty percent (20%) of the existing term.

T. Leasing to Non- Profit Organizations

It shall be the policy of the City Council to allow direct negotiation with nonprofit organizations for the use of City-owned lands for the purpose of providing the community with cultural, recreational, educational enrichment, and other public services to the citizens and visitors of National City. Relative to this policy the following will apply:

1. Available City property shall be leased at fair market value to nonprofit organizations when it is deemed by Council that appropriate public benefit will be derived.
2. The only discount in the land rental rate which will be considered is that which will be a direct offset to City expenditures. An example would be where the non-profit organization is constructing and operating a facility to provide a service that would otherwise be a recognized obligation of the City to provide.
3. Council approval of a prospective nonprofit organization's use of City-owned land shall be obtained prior to commencement of lease negotiations.
4. No lease will become effective until firm financial commitments have been obtained under an appropriate lease option arrangement.
5. Lessees will be required to construct, operate, and maintain the premises at their sole cost.
6. Lessees shall be incorporated nonprofit organizations under the laws of the State of California.
7. Development on parklands shall be in conformance with City park development plans, and construction shall comply with City park design criteria.
8. Lessees shall provide desired services and facilities to the general public without discrimination as to race, color, creed, sex, age, or national origin.
9. When leases permit revenue producing activities, some measure of rental compensation shall be paid to the City. However, this provision will not apply to occasional fund raising events provided the funds are used exclusively for the specified purpose(s) of the lease.
10. Properties with significant potential for commercial, industrial, or scientific research uses shall not be available for nonprofit use.
11. Subleases will be considered on their individual merits by the City and consistency with conditions placed upon the City. Fees generated from subleasing will belong to the City and be deposited with the City upon receipt by the Agency.

TITLE: Management of Real Property (Sale, Lease, Rental, Surplus)	POLICY # 901
ADOPTED: June 19, 1984	AMENDED: November 7, 2017

U. Security Deposits

The standard security deposit for a new lease agreement shall be equivalent to three (3) month's rent. The security deposit may take the form of cash, an instrument of credit or a faithful performance bond. For a lessee making a substantial investment in improvements, the security deposit will be refunded upon completion of the improvements.

V.. Transaction Processing Fees

The City may charge a transaction processing fee in accordance with the Schedule of Fees. The fee may be waived for transactions that provide benefit to the City.

Related Policy References

Government Codes: 37350 and 37380

Government Codes: 54200-54232, 54235-54237

Prior Policy Amendments

August 14, 1990

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City adopting City Council Policy #904, providing a policy and procedures for the subordination of homebuyer assistance and owner occupied housing rehabilitation loans. (Housing and Economic Developme

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 7, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City adopting City Council Policy #904, providing a policy and procedures for the subordination of homebuyer assistance and owner occupied housing rehabilitation loans.

PREPARED BY: Carlos Aguirre, Housing & Economic Dev. Manager

DEPARTMENT: Housing & Economic Development

PHONE: 619 336-4391

APPROVED BY: 

EXPLANATION:

The City of National City and Community Development Commission-Housing Authority of the City of National City collectively owns several million dollars in second mortgages on real property that have assisted with the purchase of first home or with the rehabilitation of a home occupied by the owner. From time to time, borrowers may desire to refinance their first mortgage to reduce the interest rate and lower their monthly housing payment. Typically a lender will require, as a condition of refinancing the borrower's existing loan, that the City's assistance loan subordinate to the new loan. This Subordination Policy ("Policy") is intended to standardize the manner in which subordination requests are submitted and approved by the City. The Policy delegates the review and approval of subordination agreements for single-family housing assistance loans to City staff.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

The adoption of the Policy is not considered a project as defined by the California Environmental Quality Act (CEQA), and is therefore not subject to CEQA.

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Draft Policy 904
2. Resolution

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Housing Loan Subordination Policy	POLICY # 904
(Homebuyer and Single-Family Rehabilitation Assistance Loans)	
ADOPTED: November 7, 2017	AMENDED:

Background:

The City of National City and Community Development Commission-Housing Authority of the City of National City collectively owns several million dollars in second mortgages on real property that have assisted with the purchase of first home or with the rehabilitation of a home occupied by the owner. From time to time, borrowers may desire to refinance their first mortgage to reduce the interest rate and lower their monthly housing payment. Typically, a lender will require, as a condition of refinancing the borrower's existing loan, that the City's assistance loan subordinate to the new loan.

Purpose:

This Subordination Policy ("Policy") is intended to standardize the manner in which subordination requests are submitted and approved by the City. The Policy delegates the review and approval of subordination agreements for single-family housing assistance loans to City staff.

Policy:

- A. Subordination of the City of National City's loan in favor of a new loan in the amount of the current balance of the original senior loan plus reasonable costs of refinancing is acceptable as long as the purpose of the refinance is to lessen the borrower's monthly financial obligations (debt service) for housing costs, to reduce both the term and interest rate of a loan when the new total payment (principal, interest, taxes, insurance, and homeowner's association fees) does not exceed 35% of the borrowers total gross monthly income, or when a senior lien becomes due and payable.
- B. No subordination will be approved which provides cash or equity being taken from the property (unless the cash is being used to pay reasonable closing costs or to remediate code violations at the property).
- C. The City of National City's loan must be recorded in the same position as when it was originally recorded.
- D. City staff will review the new loan application and underwriter's summary, estimated buyer's settlement charges and title report to verify compliance with these criteria prior to execution of a subordination document by City.

TITLE: Housing Loan Subordination Policy (Homebuyer and Rehabilitation Assistance Loans)	POLICY # 904
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ADOPTED: November 7, 2017	AMENDED:
----------------------------------	-----------------

- E. City staff will submit their review and recommendation to the Housing and Economic Development Director for final approval or denial of the subordination request.

Procedure:

The new lender will forward a request to the Housing and Economic Development Division that will include the following:

- A written request from the lender for a rate and term refinance with the borrower's authorization to release information form.
- A letter signed by the borrower explaining the purpose of the refinance.
- Copy of all pages of the loan application (1003) signed by the borrower.
- Copy of the Preliminary Title Report.
- Certified copy of the escrow instructions referencing the new lender, showing vesting, and the new loan amount. If no escrow is involved in the transaction, a statement from the new lender is required listing the new loan amount, exact vesting for borrower, and name of the lender **exactly** as it will appear on the loan documents.
- Copy of the Estimated HUD-1 Settlement Statement
- Pay-off statement from the existing first trust deed lien holder.
- Copy of the lender's Underwriting Transmittal Summary (1008), clearly showing the loan has been approved, the loan amount, interest rate, term of the loan, and the principal and interest payments. The new first trust deed loan must be a fixed rate loan, fully amortized over the life of the loan.

A non-refundable subordination fee will be charged by the City based on the number of liens the borrower has with the City or the CDC-HA. The lender must include a check made payable to the City of National City for \$200 for the subordination of one lien, plus \$50 for each additional lien to be subordinated or reconveyed. Payment of the fee must be included with the submission of the subordination package and fees may be subject to change from time to time.

Upon receipt of a complete package, staff will present the request for subordination to Director of Housing and Economic Development for consideration. If approved, the lender will be notified of any contingencies. The City will draft the subordination agreement(s) based on the information provided by the lender or escrow company.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City supporting the continuation of the federal Deferred Action for Childhood Arrivals (DACA) program and encouraging congress to create a permanent path to legal residency for DACA recipients. (City

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: November 7, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City supporting the continuation of the federal Deferred Action for Childhood Arrivals (DACA) program and encouraging congress to create a permanent path to legal residency for DACA recipients.

PREPARED BY: Stacey Stevenson

DEPARTMENT: City Manager's Office

PHONE: 336-4308

APPROVED BY: 

EXPLANATION:

By way of an October 17, 2017 agenda item, the City Council gave direction to staff to return with the attached Resolution. The subject of the October 17 discussion was the proposed termination of the federal Deferred Action for Childhood Arrivals (DACA) program, including consideration of a Resolution in support of the program. Having reviewed the item, including the sample resolutions provided in the agenda package, the City Council directed staff to return with a Resolution in support of the continuation of DACA. Attached for the City Council's approval is the directed Resolution.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

There is no fiscal impact associated with this item.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution in support of the continuation of DACA.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Resolution

The following page(s) contain the backup material for Agenda Item: Discussion of City Council Regular Meeting Schedule. (City Manager)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 7, 2017

AGENDA ITEM NO.

ITEM TITLE: Discussion of City Council Regular Meeting Schedule

PREPARED BY: Leslie Deese, City Manager

DEPARTMENT: City Manager

PHONE: 619.336.4242

APPROVED BY: 

EXPLANATION:

Please see attached staff report.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. N/A

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

If the City Council desires a change to the city council regular meeting schedule, staff recommends the Council direct staff conduct a more in-depth review of available options for Council consideration and direction

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1) National City Municipal Code, Chapter 2.04 – City Council
- 2) City Council Policy #102 – *City Council Meeting Times*
- 3) City Council Policy #104 – *Conduct of City Council Meetings*
- 4) San Diego County Cities Council Meeting Schedule

ITEM**Discussion of City Council Regular Meeting Schedule****BACKGROUND**

At the September 19, 2017 meeting of the City Council of the City of National City, staff was directed to return with a discussion item on the City Council regular meeting schedule.

In accordance with National City Municipal Code, Section 2.04.010, regular meetings of the city council shall be held in the Civic Center, on the first and third Tuesday of each and every month at the hour of six o'clock (6:00) p.m (Attachment 1). A special meeting of the City Council may be called at any time by the Mayor or a majority of the members of the Council in the manner provided by Statute.

In addition, National City Council Policy #102, adopted April 7, 1981 and amended October 8, 2013, sets forth the regular meeting schedule and how meetings may be scheduled for and by the City Council (Attachment 2).

Provided for Council's information is a chronology of National City's regular city council meeting schedule:

- Ordinance No. 1740 dated April 7, 1981 - Establishes time and place of regular meetings to be held at Civic Center on the first and third Tuesday of each month at 4:00 p.m., and the second and fourth Tuesday of the month at 7:00 p.m.
- Ordinance No. 95-2101 dated December 12, 1995 – Establishes time and place of regular meetings to be held at Civic Center on the first and third Tuesday of the month at the hour of 3:00 p.m., and the second and fourth Tuesday of the month at 6:00 p.m.
- Ordinance No. 2001-2815 dated June 12, 2001 – Establishes regular meetings to be held at Civic Center on the first and third Tuesday of the month at 6:00 p.m.

DISCUSSION

California's open meeting law, the Brown Act (Government Code Section 54950 et seq.), mandates that city councils adopt rules for "the conduct of business" and requires that agendas for regular meetings provide "an opportunity for members of the public to directly address the legislative body on any item of interest to the public" including agenda items before and during the legislative body's consideration of the item that is within the subject matter jurisdiction of the legislative body.

Government Code Section 54954.3(b) provides that city councils “may adopt reasonable regulations to ensure the intent” of the Brown Act is carried out. The primary intent of the Brown Act is that the people’s business be conducted openly and transparently, after providing an opportunity to the largest number of members of the public to directly address the council before the council takes action on any item. The rules of order provide an opportunity for members of the public to directly address the City Council on any item on the agenda before consideration of the item, in full compliance with the Brown Act, at a reasonable time.

The City of National City’s Council Policy #104 – “Conduct of City Council Meetings”, establishes rules of conduct for meetings of the City Council which facilitate orderly proceedings and comply with applicable state law (Attachment 3).

One of the most important considerations in determining the time of a public meeting is public participation – what is the best time for the majority of the people the majority of the time. Another important consideration is determining how often the city council meets. In 2016, the Council held 22 regular meetings with an average meeting time of 3 Hours 39 Minutes. In 2017, the Council has held 16 regular meetings (through 10/03/17) with an average meeting time of 4 Hours 40 Minutes.

Provided for City Council’s information is a survey of the council meeting schedule for cities in San Diego County (Attachment 4). The survey highlights the following:

- Most of the cities hold their meetings in the evening, with the majority starting at 6:00 pm.
- Most of the cities hold their meetings twice a month, with the majority on Tuesdays, followed closely by Wednesdays.
- Both the County and City of San Diego meets twice a week; the County meets on Tuesdays and Wednesdays, and the City meets on Mondays and Tuesdays.

STAFF RECOMMENDATION

Should the City Council desire a change to the regular city council meeting schedule, staff recommends the Council direct a more in-depth review of available options for the Council’s consideration and direction.

Chapter 2.04 - CITY COUNCIL

ATTACHMENT 1**Sections:**

2.04.010 - Regular meetings.

Regular meetings of the city council shall be held in the Civic Center, on the first and third Tuesday of each and every month at the hour of six p.m., beginning with the third Tuesday after the effective date of the ordinance codified in this section.

(Ord. 2185, 2001: Ord. 2101, 1996: Ord. 1740 § 1, 1981)

2.04.020 - Dispensing with meetings.

In the event that the time of a regular meeting of the city council falls on a holiday or election day, no meeting will be held that week. Any regular meeting may be dispensed with by a vote of the city council.

(Ord. 1740 § 2, 1981)

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: City Council Meeting Times	POLICY #102
ADOPTED: April 7, 1981	AMENDED: October 8, 2013

Purpose

To set forth the regular meeting schedule and how meetings may be scheduled for and by the City Council.

Policy

- A. Regular meetings. The City Council shall hold regular meetings on the first and third Tuesday of each month. The meetings shall be held in the Council Chambers of City Hall, 1243 National City Boulevard in the City of National City. The regular meeting shall begin at 6:00 p.m., or as otherwise scheduled due to the demand of business or for Closed Session.
 - 1. Location of meetings. The City Council may hold a regular meeting, special meeting, or adjourned regular or special meeting at another location within the City, or locations outside the jurisdiction of the City, provided appropriate notice is given pursuant to and the location of the meeting is consistent with the Ralph M. Brown Act ("Brown Act").
 - 2. Holidays or elections. In the event that the regular meeting of the City Council falls on a legal holiday, or an election day on which a National City candidate or National City measure appears on the ballot, no meeting will be held on such day. Any regular meeting may be dispensed with by a majority vote of the City Council.
- B. All regular, special and adjourned meetings of the City Council shall be called, noticed and conducted in compliance with the Brown Act.

Related Policy References

National City Municipal Code, Section 2.04.010

Prior Policy Amendments

July 17, 2001

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Conduct of City Council Meetings	POLICY #104
ADOPTED: December 13, 1983	AMENDED: October 8, 2013

Purpose

To establish rules of conduct for meetings of the City Council which facilitate orderly proceedings and comply with applicable state law.

Policy

All meetings of the City Council will be conducted under Rosenberg's Rules of Order. In addition, such meetings will be governed by the Ralph M. Brown Act and other applicable state laws. Any question about proper procedure will be immediately referred to the City Attorney as parliamentarian.

This policy applies to all Boards, Commissions and Committees.

Related Policy References

National City Municipal Code, Chapter 2.04

Ralph M. Brown Act

Rosenberg's Rules of Order (available via the City's website)

National City Municipal Code, Title 16

Prior Policy Amendments

None

SAN DIEGO COUNTY CITIES COUNCIL MEETING SCHEDULE

- **CARLSBAD**
Three times a month, twice on Tuesdays at 6:00 p.m. and once at 9:00 a.m.
- **CHULA VISTA**
Two times a month, first and four Tuesdays at 5:00 p. m
- **CORONADO**
Two times a month, first and third Tuesdays at 4:00 p.m.
- **DEL MAR**
Two times a month, first and third Mondays at 6:00 p.m.
- **EL CAJON**
Two times a month, second and fourth Tuesday at 3:00 p.m., and as needed at 7:00 p.m.
- **ENCINITAS**
Three times a month, second, third and fourth Wednesdays at 6:00 p.m.
- **ESCONDIDO**
Two meetings a month, first and four Wednesdays at 4:30 p.m.
- **IMPERIAL BEACH**
Two meetings a month, first and third Wednesdays at 6:00 p.m.
- **LA MESA**
Two meetings a month, 4:00 p.m. on the Second Tuesday of the month and 6:00 p.m. on the Fourth Tuesday
- **LEMON GROVE**
Two meetings a month, first and third Tuesdays at 6:00 p.m.

SAN DIEGO COUNTY CITIES COUNCIL MEETING SCHEDULE

- **NATIONAL CITY**
Two meetings a month, first and third Tuesdays at 6:00 p.m.
- **OCEANSIDE**
Two meetings a month, first and third Wednesdays at 5:00 p.m.; meetings begin at 3:30 pm for closed session items, general items at 5:00 p.m., and public hearings at 6:00 p.m.
- **POWAY**
Two meetings a month, first and third Tuesday of the month at 7:00 p.m.
- **SAN DIEGO (CITY)**
Two meetings a week, Mondays at 2:00 p.m. and on Tuesdays at 10:00 a.m. of each week
- **SAN DIEGO (COUNTY)**
Two meetings a week, Tuesdays and Wednesdays at 9:00 a.m.
Tuesday sessions address regular budget matters, policy issues, and intergovernmental and legislative matters.
Wednesday sessions are for planning and land use matters.
- **SAN MARCOS**
Two meetings a month, second and fourth Tuesday at 6:00 p.m.
- **SANTEE**
Two meetings a month, second and fourth Wednesday in January through October at 7:00 p.m.
One meeting a month, second Wednesday in November and December at 7:00 p.m.
- **SOLANA BEACH**
Two meetings a month, second and fourth Wednesdays at 6:00 p.m.
- **VISTA**
Two meetings a month, second and fourth Tuesday at 5:30 p.m.
City Council Workshop Meetings are held on the first Tuesday of each month at 2:00 p.m.

The following page(s) contain the backup material for Agenda Item: Continued discussion of the policy and standards for interns and volunteer council representatives working in the offices of the City Council. (City Manager)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 7, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Continued discussion of the policy and standards for interns and volunteer council representatives working in the offices of the City Council.

PREPARED BY: Stacey Stevenson

PHONE: 336-4308

DEPARTMENT: City Manager's Office

APPROVED BY: 

EXPLANATION:

At the direction of the City Council, this matter was placed on the Council's October 17, 2017 agenda. At said meeting, the Council voted to continue the matter and directed that it be placed on the November 7, 2017 agenda. The original request to agendize this manner came from Councilmember Jerry Cano and was approved by a majority vote of the Council. Councilmember Cano has provided a memorandum to be included with this continued matter for the November 7, 2017 meeting. Also attached for Council's consideration is the original October 7, 2017 agenda package.

FINANCIAL STATEMENT:

ACCOUNT NO.

There is no fiscal impact associated with this item.

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Staff recommends that the City Council give consideration to the development of a Council Policy governing the use of all types of volunteers by the City Council.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Memorandum from Councilmember Jerry Cano
2. October 17, 2017 agenda item: Discussion of the policy and standards for interns and volunteer council representatives working in the offices of the City Council.



OFFICE OF CITY COUNCILMEMBER
JERRY CANO
M E M O R A N D U M

DATE: November 7, 2017

TO: Mayor and City Councilmembers

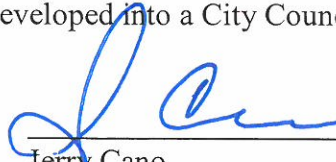
FROM: Jerry Cano, Councilmember

SUBJECT: Policy and Standards for Interns & Volunteer Council Representatives

At the September 5, 2017 City Council meeting, I made a motion for staff to return with a report on the policy and standards for interns and volunteer City Council representatives. Staff provided the report at the October 17, 2017 City Council meeting as agenda Item No. 24. Prior to any discussion on Item No. 24, I requested for it to be tabled and continued to the next regular Council meeting. The Council voted to continue the matter to the November 7, 2017 Council meeting.

The reason I requested the information on Interns and Volunteer Council Representatives on September 5 was because I didn't fully understand what they did and how they were selected. It became very clear to me upon reviewing the written report that there was a selection process and job description for interns and volunteer Council representatives. Consequently, I am satisfied with the information provided by staff. I now understand how having these volunteers could be very useful to councilmembers as they may attend meetings, make presentations or perform other duties as assigned by the councilmember, thereby providing greater access and more service to the residents of National City. This is a win-win, as they provide a valuable service at no cost to the public.

I concur with staff's recommendation that the City Council consider the development of a Council Policy governing the use of different types of volunteers by the City Council that includes, but is not limited to, Volunteer Council Representatives and unpaid Interns. I therefore recommend that the job description for Interns and Volunteer Council Representatives that was attached to the October 17, 2017 agenda Item No. 24 be developed into a City Council Policy.



Jerry Cano
Councilmember

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 17, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Discussion of the policy and standards for interns and volunteer council representatives working in the offices of the City Council.

PREPARED BY: Stacey Stevenson

PHONE: 336-4308

EXPLANATION:

See attached staff report.

DEPARTMENT: City Manager's Office

APPROVED BY:



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff recommends that the City Council give consideration to the development of a Council Policy governing the use of all types of volunteers by the City Council.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Staff Report



City Council Staff Report

October 17, 2017

ITEM

Staff Report: Discussion of the policy and standards for interns and volunteer council representatives working in the offices of the City Council.

BACKGROUND

At the September 5, 2017 meeting of the City Council of the City of National City, staff was directed to return with a report on the policy and standards for interns and volunteer council representatives utilized by the City Council. As will be discussed, the policy and standards for interns and volunteers utilized by the five member City Council are generally the same as the policy and standards for other City departments. The report, as presented, seeks to define the types of volunteer opportunities available through the City, including interns and volunteer council representatives; the requirements; and how they are utilized.

DISCUSSION

The efforts of the City's paid staff to provide services to the residents, businesses and visitors of National City are complemented by the efforts of the City volunteer workforce. Volunteers are used throughout the agency and perform many functions, from one day, single event community services projects to longer term assignments in virtually every City department, including the offices of the Mayor and Councilmembers (the City Council).

Requirements for Volunteers

There are generally three (3) types of volunteers. The types will be discussed later in this report. Irrespective of the type of volunteer used or the department in which the volunteer is serving, there are some basic requirements that are applicable to all, including those individuals volunteering in the offices of the City Council. Under the terms of City of National City Administrative Policy 04.09, Volunteers and Unpaid Interns (attached):

1. All volunteers must have an application on file with the Human Resources Department (HR). In some cases, perspective volunteers first apply with HR and their applications are forwarded to the department(s) best matching their desired area of involvement. However, from time to time, a department representative or elected official may identify

a volunteer candidate in advance. In such cases, HR is notified by the department or elected official and HR requests that the perspective volunteer complete the application.

2. All volunteers must be at least 15 ½ years of age; and all minors under the age of 18 must have a valid work permit issued by the minor's school district or the approval of a parent or guardian in the form of a signature.
3. Volunteers donating 20 or more hours of time per fiscal year must successfully complete a background check. For students seeking community service hours in compliance with school district graduation requirements, the threshold for a background check is 35 hours of time per fiscal year.
4. All volunteers are required to keep a record of each day worked to include the date, start time and end time. These records are forwarded to HR by the departments and elected offices at the end of each month.

Types of Volunteers

Volunteer is the umbrella or primary designation for anyone donating time to provide services without monetary compensation. As stated above, volunteers are used throughout the agency, including in the offices of the City Council. The duties performed and hours worked by volunteers are varied, dependent on the individual's area of interest, knowledge, skills and abilities; and the needs of the department.

In addition to general volunteers, the City engages the services of two (2) subcategories of volunteers: unpaid interns and volunteer council representatives¹. All unpaid interns and volunteer council representatives are volunteers. However, not all volunteers are unpaid interns or unpaid council representatives. Thus, while these three terms are often used throughout the organization interchangeably (particularly the terms volunteer and intern), there is actually specific meaning to each, and within the Human Resources Department, all volunteers are tracked and coded by the proper designation dependent on the nature of the individual's service.

Unpaid interns are students or recent college graduates seeking opportunities to gain exposure to and work experience in their area of study. Students are considered interns when they are affiliated with their school's formal internship program. Such students are typically required by their school to work a prescribed number of hours in their area of study. A work plan is developed by the City department representative or elected official at the beginning of the internship and must be approved by the school. Hours worked and a performance appraisal are provided to the school at the end of the assignment². The student will either receive college credits or a letter grade for completing the internship. While most of the City's interns are college students, on occasion the City has received and accepted requests from local high schools. Students volunteering with the City outside of a formal academic internship program are

¹ A third subcategory, board members and commissioners has been excluded for purposes of this report.

² Paid internships are defined in this same manner.

classified as volunteers (exception: as previous noted, recent college graduates may be classified as interns).

Volunteer council representatives, as the name would imply, are volunteers that work in the offices of City councilmembers. Volunteer council representatives are subject to the same general requirements as other volunteers as outlined above. And like other volunteers, the duties performed are broad and are dependent on the knowledge, skills and abilities of the volunteer and the needs of the councilmember. In February, 2016, with the assistance of the City Council, HR developed a volunteer council representative position description (attached). As outlined, volunteer council representatives:

1. Are selected by and serve at the discretion of one or more councilmembers.
2. May work in the office and/or in the community.
3. May attend meetings or make presentations on behalf of the councilmember (when such presentations do not require an appointed or elected official).
4. May not engage in political activities on behalf of the councilmembers on City premises or using City equipment or during periods of time when logged in as a volunteer.

As described, volunteers and the two subcategories of volunteers are different than employees. Volunteers are not paid for their time, they are at-will, the hours worked are flexible, the type of work performed is flexible and left to the discretion of the department or elected official utilizing the services of the volunteer.

RECOMMENDATION

Staff recommends that the City Council give consideration to the development of a Council Policy governing the use of all types of volunteers by the City Council.

FISCAL IMPACT

There is no fiscal impact associated with this report.

Attachments:

1. Administrative Policy 04.09 – Volunteers and Unpaid Interns
2. Position Description – Unpaid Council Representatives

TITLE: City Administrative Manual		
SUBJECT: Volunteers and Unpaid Interns		
VOLUME NO. 1	PAGE NO. 1 OF 3	INSTRUCTION NO. 04.09
CITY MANAGER APPROVAL:	EFFECTIVE DATE: 9/2000	REVISION DATE: 6/3/2013

PURPOSE
To establish guidelines for non-employees and employees to volunteer and/or intern within City departments. When appropriately trained and supervised, the skills and talents of volunteers/interns can supplement existing services and encourage civic and community pride.

The objectives of the program are to:

- Provide volunteers/interns an opportunity for meaningful service to, and direct participation in the operation of City government.
- Enhance the City's service delivery system to the community.
- Provide staff with supplemental team members that contribute worth and quality to the operation.
- Provide residents with continued high level and quality of service.

RESPONSIBILITY
It is the responsibility of each department head to:

1. Identify viable volunteer/internship opportunities that will enhance business operations without undue disruption.
2. Ensure that all volunteers/interns are properly trained and supervised.
3. Ensure that volunteer hours are properly tracked.

It is the responsibility of the Human Resources Department to:

1. Perform any necessary background checks as called for by the City's Background Check Policy 04.13.
2. Maintain a database of all registered volunteers/interns.

DEFINITIONS
Volunteer – an individual who is donating time to the City without monetary compensation for hours worked including students seeking community service hours in compliance with school district graduation requirements.

Episodic volunteer – an individual who is donating less than 20 hours of time per fiscal year. For students seeking community service hours in compliance with school district graduation requirements, episodic volunteer is defined as less than 35 hours of time per fiscal year.

Unpaid interns – an individual who generally is in college or has just completed a college degree and is donating more than 20 hours of their time. A higher level of work expectation is required of an intern.

TITLE: City Administrative Manual		
SUBJECT: Volunteers and Unpaid Interns		
VOLUME NO. 1	PAGE NO. 2 OF 3	INSTRUCTION NO. 04.09
CITY MANAGER APPROVAL:	EFFECTIVE DATE: 9/2000	REVISION DATE: 6/3/2013
<p><u>POLICY</u></p> <p>Non-employees must be at least 15 ½ year of age, with all minors under the age of 18 having a valid work permit issued by the minor's school district or the approval of a parent or guardian in the form of a signature.</p> <p>An employee may only volunteer his/her services outside of his/her normal working hours unless otherwise authorized by the City Manager or the City Manager's designee. A volunteer position is one that is outside the scope of duties intended for members of the employee's job classification as identified by the official class specification or actual practice, whichever is more restrictive.</p> <p>Volunteers/interns, other than episodic volunteers, must successfully complete a background check in compliance with the City Administrative Policy 04.13.</p> <p>At the time of selection, volunteers/interns must be recorded into the City-wide volunteer database maintained by the Human Resources Department.</p> <p><u>PROCEDURE</u></p> <p>A. Non-Employee Volunteer/Intern Applicant.</p> <ol style="list-style-type: none"> 1. All non-employee potential volunteer/intern applicants must complete a Volunteer Application through the Human Resources Department. 2. Volunteer applications filed with Human Resources will be forwarded to the department(s) in which the applicants specify an interest in working. 3. Upon selection of volunteers/interns, the selecting department shall forward the original signed applications of all accepted volunteers/interns to the Human Resources Department with the exception of Police Department volunteer/intern applications which shall be maintained by the Police Department. 4. A volunteer/intern may not begin his/her assignment prior to successful completion of a background check in compliance with the City Administrative Policy 04.13 <p>B. Employee Volunteer Applicant.</p> <ol style="list-style-type: none"> 1. Employees may outreach directly to departments with which they are interested in volunteering or interning. 		

TITLE: City Administrative Manual		
SUBJECT: Volunteers and Unpaid Interns		
VOLUME NO. 1	PAGE NO. 3 OF 3	INSTRUCTION NO. 04.09
CITY MANAGER APPROVAL:	EFFECTIVE DATE: 6/3/2013	REVISION DATE:
<p>2. Departments shall forward to Human Resources the names of employees selected to serve as volunteers/interns.</p> <p>C. All Volunteer/Intern Applicants (including episodic volunteers and employees)</p> <ol style="list-style-type: none"> 1. All volunteers must be pre-approved to work in any City department prior to beginning work (no walk-in's). 2. All volunteers must sign in each day work. Sign in records shall include the date, the name and signature of the volunteer and his/her start and end time each day (Attachment 1). 3. Episodic volunteers will not handle cash and will not work with or near children without direct supervision. 4. Volunteers are subject to the provisions of all applicable Administrative Policies, Council Policies and departmental procedures. <p><u>REFERENCE</u></p> <p>Administrative Policy 04.13 City Volunteer Manual</p>		



DAILY SIGN-IN LOG
VOLUNTEERS

DATE	NAME	SIGNATURE	TIME IN	TIME OUT

VOLUNTEER COUNCIL REPRESENTATIVE	CITY OF NATIONAL CITY
DESCRIPTION	February 18, 2016

DEFINITION

Under direction of assigned Councilmember, to perform a variety of duties involved in providing assistance to assigned City Councilmember; to represent Councilmember as assigned; and to perform related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is a volunteer opportunity not governed by Civil Service. All such volunteers are selected by and serve at the discretion of one or more City Councilmembers. There is no compensation associated with this position and the duties are not intended to usurp those of compensated staff positions.

NOTE: Volunteer Council Representatives may not engage in political activities on behalf of City Councilmembers on City premises or using City equipment or during periods of time when logged in as a volunteer.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those performed by individuals assigned to this volunteer opportunity. Any single individual may not perform all of these duties and/or may perform similar related tasks not listed here.

Serves as a liaison between Councilmember and policy makers, constituents and other City departments; receives, follows up, and responds to citizen's complaints, inquiries, and requests for information and assistance; interviews and assists office visitors; ensures Councilmember is informed and aware of constituent input, inquiries, and concerns; screens and briefs Councilmember on incoming correspondence; attends committee meetings, meetings with City staff, and community events with or in the absence of the Councilmember; makes oral presentations to small groups or individuals on behalf of the Councilmember when such presentations do not require an appointed (Councilmember serving as a board member or commissioner) or elected official; follows up on Council direction to staff; researches, compiles, analyzes, and summarizes data for special projects and various reports; assists Councilmember in researching and analyzing committee and City Council agenda items.

MINIMUM QUALIFICATIONS

There are no minimum qualifications for this volunteer assignment.